关于上海七重宇宙数字科技有限公司的
合资协议

甲方

甲方 1：深圳市广和通投资发展有限公司，统一社会信用代码为【91440300MA5F1X6N1C】，住所为【深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷六栋 A 座 1302】。

甲方 2：朱　涛，身份证号为【370202197805314912】，住址为【深圳市南山区信和自由广场双子座 14B】。

乙方/创始团队

乙方 1：张　帆，身份证号为【310106198310170869】，住址为【上海市华灵路 1681 弄 7 号 601 室】。

乙方 2：张　晨，身份证号为【610104197612246156】，住址为【西安市莲湖区沣惠南路 715 楼 21 号】。

乙方 3：潘毅骏，身份证号为【310107197802204676】，住址为【上海市华灵路 1681 弄 7 号 601 室】。

丙方：上海七重宇宙数字科技有限公司，统一社会信用代码为 91310113MA7JBBHN3X】，住所为【上海市宝山区真陈路 1000 号 1 幢 6 楼】。丙方在本协议中又称为“目标公司”。

甲方、乙方、丙方可个别称为“一方”或者合称为“各方”。

保密文件

鉴于：

A.目标公司是根据中华人民共和国法律在中国境内设立并有效存续的有限责任公司，法定代表人为张帆，注册资本为1,000万元，实收资本为0万元。

B.乙方1是目标公司的股东，乙方3（与乙方1系夫妻关系）是目标公司的实际控制人。

C.乙方2、乙方3在国际运营商、国内传统车厂出海方面有一定的经验和资源，已签下奇瑞等车企出海流量分包业务，并承诺公司2024年、2025年、2026年累计扣非净利润不低于4000万元。基于此，甲方拟投资1000万元，从乙方1处受让目标公司51%的股权，实现对目标公司的控股并表。

D.甲乙双方已同意根据本《合资协议》（以下简称“本协议”）的条款及条件由乙方将目标公司的股权转让给甲方。

E.丙方为乙方履行本协议向甲方提供担保，即乙方在本协议约定的债务履行期届满没有向甲方履行债务的，甲方可以要求乙方履行债务，也可以要求丙方履行债务。

1.定义及诠释

1.1 定义

除非本协议的用词或内容另有规定，否则下列用词应具有下列意义：

“审批机构”即主管批准本协议的中华人民共和国行政主管部门（如有）。

“章程”指经修订的公司章程，该章程反映本协议约定的条款。

“目标公司”指上海七重宇宙数字科技有限公司，即本协议的丙方。

“关联公司”指乙方3实际控制的公司，包括PHOENIX INFOTECH PTE. LTD、上海凰麒信息科技有限公司、上海喆煌科技有限公司。

“子公司”指“HOY LAKE FARM.LLC”。

“批准日期”指本协议第13.4条约定的完成最后一项所列条件之日。

“业绩考核结束日”指对目标公司进行最后一次业绩考核的日期，即 2026 年 12 月 31 日。

“购买总价”指本协议约定的甲方应向乙方支付的股权转让总价款。

“注册资本”指目标公司的注册资本 1,000 万元。

“销售收入”指目标公司经甲方指定的审计机构审计认可的不含税销售收入。

“扣非净利润”指净利润扣除非经常性损益后的利润。净利润是指企业当期利润总额减去所得税后的金额，即企业的税后利润。净利润的计算公式为：净利润=利润总额-所得税费用。非经常性损益是指公司发生的与经营业务无直接关系，以及虽与经营业务相关，但由于其性质、金额或发生频率，影响了真实、公允地反映公司正常盈利能力的各项收入、支出。

“交割日”指甲乙双方按照本协议的约定完成所有交接手续之日。

“过渡期间”指各方签署本协议之日至交割日。

“业绩承诺期”指 2024 年、2025 年、2026 年三个完整会计年度。

“登记管理机关”指主管目标公司的地方市场监督管理局。

“中国”指中华人民共和国境内区域，就本协议而言，不包括香港特别行政区、澳门特别行政区和台湾地区。

“或有负债”是指由于各种原因（包括但不限于协议、侵权、担保、行政处罚等），使目标公司遭受的负债或给付义务，而该负债或给付义务乙方未向甲方充分披露，或该负债或给付义务虽在该账目或该报表中列明但数额大于该账目或该列表中列明的数额，但乙方已向甲方作出书面披露且甲方书面认可的除外。

“元”如无其他特别说明，均指人民币/元。

1.2 诠释

条目与标题只为方便及作为参考而设，不应影响本协议的诠释或释义。

2. 股权转让

2.1 乙方 1 同意向甲方转让目标公司总计 51%的股权，甲方同意从乙方 1 处受让目标公司 51%的股权。

截至本协议签署日，目标公司的股权结构如下：

股东	所持股权对应的注册资本（万元）	持股比例
乙方 1	1000.00	100.00%
合计	1000.00	100.00%

2.2 股权转让完成后，目标公司股权结构如下：

股东	所持股权对应的注册资本（万元）	持股比例
甲方 1	459.00	45.90%
甲方 2	51.00	5.10%
乙方 1	490.00	49.00%
合计	1000.00	100.00%

3.股权转让价格

3.1 乙方 1 将【45.9%】的股权以【441 万元】的价格转让给甲方。股权转让后，甲方 1 持有目标公司【45.9%】的股权。

3.2 乙方 1 将【5.1%】的股权以【49 万元】的价格转让给甲方 2。股权转让后，甲方 2 持有目标公司【5.1%】的股权。

3.3 甲方按照本协议第四条的约定向乙方 1 支付相关的股权转让款。

4.付款条件

4.1 股权转让款分[redacted]期支付，首期（200 万元）甲方在本协议签署完成后 5 个工作日内向乙方 1 支付；第二期（290 万元）股权转让款，在甲方如下条件均已具备后的 5 个工作日内向乙方 1 支付：

4.1.1 丙方股东及执行董事针对本次收购，已出具同意本次股权转让的决策文件；

4.1.2 甲方以目标公司股东身份重新签署章程；

4.1.3 目标公司的资产（包括但不限于公章、财务用章、账册、各税种的完

税凭证、各项缴费凭证或收据、固定资产的权属证明等）交接完毕。甲方需在协议签订后的三个工作日内列出需要交接的清单，乙方在五个工作日内配合完成交接；乙方已向甲方提供本协议第 10.3.4 条约定的各项资料；

4.2 乙方 1 收到上述股权转让款后的 1 个工作日内完成对目标公司的实缴（392 万元）。如果丙方 2024 年扣非后净利润为正，甲方需要在甲方财务核算完成后 30 日内，完成实缴（甲方 1 实缴 459 万元，甲方 2 实缴 51 万元）。如果乙方需要提前使用资金，资金实缴前，由乙方向甲方汇报项目进展、销售预测、资金预算计划，经营情况，由甲方进行综合评估判断是否进行实缴支付。甲方乙方完成实缴后，应由目标公司向各股东出具出资证明。如果 2024 年丙方扣非净利润为正，甲方未及时付款，乙方有权按原来价格加上 5%的年利率回购股权。

4.3 如乙方 1 未履行 4.2 条约定的实缴义务，甲方亦有权不履行。经甲方催告后，乙方 1 仍不履行实缴义务的，甲方有权要求乙方 1 返还上述股权转让款，并按照年化 24%收取资金占用费。

4.4 上述付款条件的满足都应符合中国法律、法规的规定。甲方有权放弃任何付款条件或其中任何部分并以书面通知乙方。

5.乙方的特别义务及业绩承诺安排

5.1 乙方负有如下特别义务，如本协议对乙方履行该等特别义务的费用没有约定的，则该等费用应由乙方实际承担；本协议对该等费用有约定的遵从约定。如乙方或相关当事人未能完成下述事项的，构成乙方违约，乙方应当按照本协议的约定向甲方支付违约金；同时，甲方有权拒绝按照本协议第 4 条的约定向乙方 1 支付股权转让款：

5.1.1 丙方完成对关联公司 HOY LAKE FARM.LLC 的转让或者注销。

5.1.2 乙方 1 已签署关于承诺历史股转不存在瑕疵的《承诺函》（附件 1）；

5.1.3 乙方 2、乙方 3 已签署关于承诺未与其他公司签订《竞业协议》的《承诺函》（附件 2）；

5.1.4 乙方 2、乙方 3 已与丙方签订服务期限不低于 3 年的《劳动合同》（附件 3）；

5.1.5 乙方 1、乙方 2、乙方 3 已签署承诺其关联公司不与目标公司从事相同业务的《承诺函》（附件 4）；

5.1.6 甲方 1 与甲方 2 已签署《一致行动人协议》（附件 5）；

5.1.7 目标公司获得需要开展业务所需的全部资质、许可；

5.1.8 目标公司的用工规范，不存在未依法签署劳动合同、未依法购买社保、住房公积金的情形；

5.1.9 目标公司及子公司正在履行的合同不因本次控制权变更而无法履行或给目标公司增加其他的额外的负担；

5.1.10 乙方负有上述特别义务并不排除乙方根据本协议需承担的其他义务。

5 业绩承诺

5.1 业绩承诺

乙方承诺对目标公司业绩承诺如下：

5.1.1 目标公司经审计的 2024 年度的扣非净利润不低于-300 万元；

5.1.2 目标公司经审计的 2025 年度的扣非净利润不低于 300 万元；

5.1.3 目标公司经审计的 2024、2025、2026 三个会计年度的累计扣非净利润合计不低于（包括等于）4,000 万元。

A.如果业绩承诺低于 4000 万元，则对目标公司估值进行调整，乙方应按比例对甲方进行股权补偿，计算方式如下：

①调整后的公司估值 V=（三年累积净利润/4000 万元）×1000 万元，

②调整后创始团队应享有的股权比例 P=（调整后的公司估值 V/1000 万元）×49%，

③补偿股权 N=49%-P，

B.如果目标公司未完成本协议 5.1.1 或/和 5.1.2 约定的业绩考核，但 2024、2025、2026 三个会计年度的累计扣非净利润合计高于 4,000 万元，视为目标公司完成业绩承诺。

5.2 业绩承诺期间（即完成本协议股权转让的工商变更登记后至 2026 年业绩考核结束止），乙方 1 将其持有的目标公司股权质押给甲方 1，乙方 1 应与本协议同步签署《股权质押协议》（附件 6）。

5.3 如目标公司未能完成上述业绩承诺，甲乙丙三方均认可，甲方可行使质押权，无偿转让乙方 1 持有的目标公司股权作为业绩补偿或由目标公司进行定向减资。

5.4 如目标公司完成上述业绩承诺，甲方将于目标公司完成业绩承诺后的 30 个工作日，解押上述股权。无论上述业绩目标是否达就，乙方 1 均应在业绩考核结束日后【30】天内（2027 年 1 月 31 日之前）完成目标公司剩余注册资本的实缴（98 万元），如乙方 1 未按约实缴，每延期一日，乙方 1 应向甲方支付未实缴金额千分之【三】的赔偿金。

如果业绩承诺目标完成之后，目标公司完成业绩承诺后的 1 年内各方同意启动面向其他管理层股权激励方案。

如果超额完成业绩承诺的 50%（6000 万元），目标公司完成业绩承诺后的 1 年内各方同意进行资本市场规划；

6.乙方的补偿责任

6.1 任何时候（无论股权转让是否交割完毕），如发现或出现下列情形中的一项或数项，导致目标公司或子公司需承担责任，乙方承诺足额补偿给目标公司、子公司或甲方 1。补偿款按照目标公司实际付出款项/资产的金额或者可能承担负债的最大金额计算，乙方在该等事项被发现或者出现之日起十个工作日内，将补偿款一次性支付给目标公司、子公司或甲方 1。

6.1.1 目标公司、子公司存在本协议签署前发生但未向甲方披露的任何负债、预计负债、或有负债；

6.1.2 目标公司、子公司存在本协议签署前发生且已向甲方披露但未计入应付款项的任何负债、预计负债、或有负债；

6.1.3 目标公司、子公司存在本协议签署后至交割日前发生但未向甲方披露的任何负债、预计负债、或有负债；

6.1.4 目标公司、子公司存在本协议签署后至交割日前发生且已向甲方披露但未计入应付款项的任何负债、预计负债、或有负债；

6.1.5 因目标公司、子公司交割日前的行为，使得目标公司、子公司需承担赔偿、补偿、担保及其他义务或责任，而截至交割日目标公司会计报表未将该等事项反映为应付款项；

6.1.6 交割日前，发现目标公司、子公司资产存在账实不符、丢失、严重损坏以致影响使用的情形；

6.1.7 目标公司、子公司资产存在交割日前发生但未向甲方披露的权利瑕疵。

7.乙方的责任

7.1 乙方声明及保证截至本协议签署时：

7.1.1 乙方均为有完全民事行为能力的自然人；

7.1.2 乙方 1 对转让的目标公司股权具有完整的所有权。转让的股权并不包含任何质押、产权负担或其他任何第三方的权利。没有任何机构或个人对本协议项下的股权享有优先购买权；

7.1.3 乙方已根据法律、法规的规定，同意签订本协议。签订本协议未违反对乙方有约束力的协议或法律；

7.1.4 在签署本协议前乙方向甲方提供有关目标公司的一切资料，均应准确无误。任何资料在任何重要的细节上均没有被篡改、没有重大遗漏或有误导性；

7.1.5 不存在限制本协议项下股权转让的任何判决、裁决，也没有任何会对本协议项下股权转让产生不利影响的未了结或潜在的诉讼、仲裁、法院裁决、裁定等；

7.1.6 乙方保证不因本身或其关联方的债务而导致第三方对目标公司的股权行使追索权，如果出现该等情况，乙方应立即消除该等追索或威胁，给甲方造成损失的，乙方应在接到甲方索赔通知后 10 个工作日内以现金足额给予甲方补偿；

7.1.7 无论任何原因乙方欠任何机构、个人或政府部门的一切债务或税费，均由乙方自行负责清偿，与甲方及目标公司无关，但本协议另有约定的除外；

7.1.8 自本协议签订之日起，除甲方外，乙方不得与任何其他方就目标公司的股权转让进行任何形式的解除、洽谈、磋商和提供任何服务以及签订意向书、备忘录、合同、协议等；

7.1.9 乙方将尽最大努力配合甲方为目标公司股权转让之目的进行调查。乙方保证向甲方提供：转让股权及目标公司资产、财务、经营等方面的所有法律、财务资料以及其他任何甲方认为必须审查的资料，该等资料包括但不限于：权属证书、营业执照、许可证件、合同、档案、证照、情况说明、会议决议、财务报表、账簿、凭证、报告、证明、电子信息等文件或信息。乙方保证该等资料的真实、准确、完整。甲方进行调查不影响乙方承担保证该等资料真实、准确、完整的责任，也不影响乙方违反其承诺的情况下，甲方得到救济的权利；

7.1.10 乙方确认，截至签署日，乙方对公司未拥有任何其他债权或追索权；乙方承诺放弃向目标公司主张因交割日前的事项引致乙方对目标公司拥有的其他任何债权或追索权（无论该等债权或追索权是否已知或可预见）；

7.1.11 乙方确认，目标公司是根据中国法律设立的有限责任公司，注册资本 1,000 万元，实收资本 0 元；

7.1.12 乙方确认，目标公司执行董事/股东没有通过任何决议，中国政府亦没有发出任何指令要求解散或终止目标公司，或任命接管人来接管目标公司的任

何财产；

7.1.13 乙方确认，目标公司对其资产（无论资产是否在财务报表中反映）具有完整的所有权。除已向甲方披露的情况外，所有资产不包含任何产权负担且无重大缺陷，资产的操作情况良好及适用于本身的用途；

7.1.14 乙方确认，目标公司及其任何董事、监事、高级管理人员或雇员并无作出任何致使目标公司违反法律或对目标公司产生重大不利影响的行为；

7.1.15 乙方确认，目标公司目前并未涉及任何检控、诉讼、仲裁程序或政府的调查或质疑；

7.1.16 除已向甲方披露（张帆 2023 年 10 月 1 日入职、潘毅骏 2023 年 10 月 1 日入职、徐嘉 2023 年 10 月 1 日入职、张晨 2023 年 11 月 1 日入职）的 4 名员工情况外，目标公司没有在 2023 年 12 月 31 号之前雇佣任何其他人士或支付任何其他薪金、工资、补贴、奖金或福利。目标公司亦未设立任何员工股权激励计划或类似的计划。乙方确认，同意重新按本协议附件签署劳动合同，原劳动合同终止。

7.1.17 乙方确认，并无任何第三方对目标公司使用知识产权提出任何索赔或质询。目标公司对任何知识产权的使用，并没有侵犯任何第三方的权利。

7.2 乙方应尽快采取一切必要的措施实施目标公司的股权转让，包括但不限于取得各乙方当事人的同意，向审批机构取得批准等。

7.2 乙方声明及保证，本协议并不违反对乙方有约束力的任何协议或法律。

7.3 如发现本协议的任何乙方声明、确认或保证为虚假或不准确，则乙方应赔偿目标公司或甲方遭受到的任何损害、损失、支出，并立即采取措施阻止损害、损失、支出的进一步扩大。本协议中乙方确认或保证的事项存在虚假情形的，即视为乙方存在以非法占有为目的骗取甲方支付股权转让款的恶意。

7.4 交割日之后，本条款约定的乙方责任继续有效。

8. 甲方的承诺

8.1 甲方 1 是一家根据中国法律设立并有效存续的公司，甲方 2 系具有完全民事行为能力的自然人。

8.2 甲方 1 已获得所有必要的内部权力机构和政府有关机构的批准或授权，有权签订和履行本协议。

8.3 代表甲方 1 签署本协议的个人已获得甲方必要的授权。

8.4 本协议的签署和履行将不违反甲方章程或其他规章制度中的条款，也不违反任何法律规定。

8.5 甲方将积极签署一切必要文件以促使目标公司股权转让行为顺利进行。

8.6 甲方将按照本协议约定的条件支付股权转让价款。

8.7 甲方保证不从事任何违反本条承诺或影响本协议效力的行为。

8.8 甲方承诺同类业务优先支撑，体系内的生态合作优先支持。

8.9 甲方承诺，按照公司法的治理要求进行治理，在预算框架内不干涉乙方具体业务经营。

8.10 在交割日之后，甲方本条承诺继续有效。

9. 丙方的责任

9.1 本协议中涉及需丙方履行义务或需丙方配合各方履行义务的，丙方应善意、及时履行该等义务，丙方未能履行该等义务的，应当向甲方承担违约责任。丙方向甲方承担违约责任的认定方式及金额与乙方向甲方承担违约责任的认定方式与金额相同。

9.2 丙方为乙方履行本协议向甲方提供担保，乙方在本协议约定的债务履行期届满没有履行债务的，甲方可以要求乙方履行债务，也可以要求丙方履行债务。

9.3 甲方取得丙方的控制权后，甲方有权单方面豁免丙方的责任。乙方不得因为甲方豁免丙方的责任而主张减轻或免除自己的责任。

10. 交割

10.1 自本协议批准日期起【60】个工作日内，乙方应负责完成股权过户登记至甲方名下的所有手续，转让股权过户登记的有关费用由乙方承担。

10.2 同时具备如下条件，方可视为乙方向甲方完成交割，完成交割之日为交割日：

10.2.1 目标公司的股权已过户登记至甲方名下，且目标公司已领取新的营业执照；

10.2.2 乙方与甲方已签署资产交接清单；

10.2.3 与转让股权有关的所有文件、资料及公司的所有公章、其他印章、账簿、凭证、合同、档案、发票、许可证书、产权证书、电子信息等一切资料（下称“资料”）已移交给甲方指定的人员，且甲乙双方已签署资料交接清单；

乙方应向甲方提供所有资料的原件(如无原件，乙方应向甲方作出书面说明)。未经甲方同意，乙方不得保留所有资料的任何原件或复印件。

交割期间甲方不得影响丙方业务正常开展，后续具体管理权限由丙方管理层进行决策。

10.2.4 乙方应当向甲方提供目标公司的下述资料：

10.2.4.1 截至【2023】年【10】月【31】日的目标公司财务报表；

10.2.4.2 目标公司资产明细清单；

10.2.4.3 目标公司负债、预计负债及或有负债明细清单；

10.2.4.4 目标公司员工花名册；

10.2.4.5 目标公司担保责任明细表；

10.2.4.6 欠缴税费及行政处罚清单。

10.3 甲方应协助乙方办理交割手续。在乙方已向甲方提交完备的资产和资料交接清单并协助甲方进行验收后，甲方应于【五】个工作日内完成验收，并签署交接清单。如交接的资产或资料验收不合格，乙方应立即改正直至验收合格，

因此导致延期完成交割的，视为乙方违约。

11. 过渡期间的安排

11.1 乙方承诺承担以下义务：

11.1.1 过渡期间内，乙方不得将目标公司股权以任何方式处置或托管给除甲方以外的其他方。

11.1.2 过渡期间内，乙方及其所委派的目标公司董事行使表决权前，应事前征求甲方意见。如甲方对表决事项有异议，乙方及其所委派的董事不得在公司权力机构会议上作出同意的表决。

11.1.3 过渡期间内，乙方及其所委派的目标公司董事不得提出导致目标公司及其股东利益受到侵害的提案、决议或授权。

11.1.5 过渡期内，乙方应维持目标公司的正常经营活动，继续维持目标公司与客户及供应商之间的关系，并承诺确保甲方尽快获得对目标公司的一切经营或非经营活动的监控权。

11.1.6 乙方保证目标公司除清理、追索债权债务外，乙方不得就目标公司资产设置抵押、质押等任何第三方权利；目标公司不得经营任何新业务，不得进行资产处置、对外担保、增加债务或放弃债权、对外投资或资本承诺等导致购入资产对应净资产价值减损的行为，但经甲方书面同意的除外。

11.1.7 乙方保证目标公司不出现任何可能对其及其资产发生不利影响的情况。因乙方及目标公司的董事、监事、高级管理人员、其他员工的行为导致目标公司遭受的非正常性损失由乙方承担，乙方承诺足额补偿目标公司。

11.1.8 保证目标公司现有资料及资产的完好性。

11.1.9 保证公司权力机构及高级管理人员作出下述重大决策，必须事先征得甲方同意，甲方不同意的，不得作出和执行决策。但本协议另有约定的除外。

11.1.9.1 修改章程和制定其他规章制度；

11.1.9.2 制定经营方针和投资计划；

11.1.9.3 除执行本协议的约定外，选举和更换董事、监事；

11.1.9.4 改变内部管理机构的设置；

11.1.9.5 增加或者减少注册资本；

11.1.9.6 目标公司合并、分立、解散和清算等事项；

11.1.9.7 单笔【1 万元】以上的任何采购或销售业务；

11.1.9.8 向任何企业、机构或个人提供借款；

11.1.9.9 制定利润分配方案或弥补亏损计划；

11.1.9.10 其他影响或可能影响公司净资产值或经营状况的重大事项。

11.1.10 未经甲方同意，目标公司不得修订任何雇员的雇佣或聘用的条件和条款，或向任何雇员提供或同意提供无偿付款或福利；不得向任何高级管理人员、雇员、销售代表、代理人或顾问发放奖金或增加其他任何形式的收入，正常经营范围内的除外。

11.2 过渡期间内，甲乙双方均需承担以下义务：

11.2.1 甲乙双方保证各自所委派的人员切实履行诚信义务，审慎对待过渡期间目标公司的所有事项。

11.2.2 过渡期间内目标公司的执行董事所有议案均需取得甲方同意。

11.2.3 任何甲方不得利用目标公司资产为任何企业、机构或个人提供任何担保或设置第三方权利，但本协议另有约定的除外。

11.3 过渡期间内的损益安排

本协议生效后，目标公司在过渡期间内产生的收益由甲方享有；在过渡期间内产生的亏损及其他净资产减损亦由甲方承担。

12. 批准

12.1 本协议双方盖章签字生效，证明其已获得签署和履行本协议所有必要的内部批准和授权。

13. 协议的解除

13.1 如发生下列事件之一，经书面通知甲方和目标公司后，乙方有权单方解除本协议：

13.1.1 甲方任何声明或承诺严重失实或存在重大误导；

13.1.2 甲方严重违反本协议规定的其他义务，并在收到通知后 7 个工作日内，未采取措施消除该等违约情形。

13.2 如出现如下情形之一，经书面通知乙方和目标公司后，甲方有权终止股权转让，并单方面解除本协议，且无需向乙方支付任何股权转让价款或补偿金/赔偿金：

13.2.1 各方未能取得股权转让所有必要的授权与批准，致使股权转让无法完成；

13.2.2 任何原因导致本协议签订后各方在【三】个月内未能完成交割；

13.2.3 乙方任何声明或承诺严重实施或存在重大误导；

13.2.4 甲方有正当理由认定股权转让不宜进行或存在重大风险，有权终止目标公司股权转让，前述正当理由包括但不限于：

13.2.4.1 甲方发现目标公司存在未披露的交割日前已存在或可预见的负债、预计负债、或有负债总额达人民币【50】万元以上，而乙方未在本协议规定的期限内（7 日）承担补偿责任；

13.2.4.2 其他可能造成甲方承担重大风险的情形；

13.2.4.3 非因甲方恶意造成的其他原因，致使目标公司股权转让无法完成。

13.3 守约方行使解除协议的权利，不影响守约方追究违约方责任的其他权利。

13.4 一方单方解除本协议，应书面通知对方，本协议自对方收到解除协议的通知之日起解除。

13.5 经协商一致，各方可解除本协议。

13.6 本协议解除，不影响本协议中有关结算、补偿、违约、索赔等条款的效力。

14. 违约及赔偿

14.1 乙方严重违约包括但不限于以下情形：

14.1.1 违反本协议中乙方的任何一项承诺，造成或可能造成甲方受让目标公司股权存在重大风险或交割无法完成或交割延期【10】日未完成；

14.1.2 乙方未按照本协议第 10.1 条规定的时间在登记管理机关完成转让股权过户登记至甲方名下的所有手续且延期【10】日以上；

14.1.3 违反本协议的任何一项约定，造成或可能造成甲方遭受人民币【100】万元以上的损失，且甲方未在提出要求之日起【10】日内获得赔偿。

14.2 甲方严重违约包括但不限于以下情形：

14.2.1 延期【10】日支付部分或全部股权转让款；

14.2.2 违反本协议的任何一项约定，造成或可能造成乙方遭受人民币【100】万元以上的损失，且乙方未在提出要求之日起【10】日内获得赔偿。

14.3 任何一方违约，应足额赔偿对方因此所受损失。

14.4 如乙方存在任何严重违约行为，甲方有权拒绝向乙方支付部分或全部股权转让价款。

14.5 乙方提供的任何资料、信息或说明存在不实、错误、遗漏，乙方应足额赔偿甲方因此所受损失，包括且不限于以下事项：

（1）因目标公司、子公司交割日前的行为，使得目标公司、子公司需承担赔偿、补偿、担保及其他义务或责任，而截至交割日目标公司会计报表未将该等

事项反映为应付款项；

（2）交割日前，发现目标公司、子公司资产存在账实不符、丢失、严重损坏以致影响使用的情形；

（3）目标公司、子公司资产存在交割日前发生但未向甲方披露的权利瑕疵。

14.6 乙方未按约定的期限完成股权过户登记至甲方名下的所有手续或其他交割手续，每延期一日，乙方应向甲方支付购买总价千分之【三】的赔偿金，并立即办理过户登记及其他交割手续。甲方未按约定期限向乙方支付股权转让款，每延期一日，甲方应向乙方支付购买总价千分之【三】的赔偿金。

14.7 因乙方违反本协议中的承诺，导致任何机构或个人对目标公司、甲方要求赔偿、提出诉讼等，或引起目标公司、甲方承担罚款、亏损、债务、成本费用、应付款、支出等责任，乙方应赔偿或补偿目标公司或甲方因此遭受的任何损失（包括直接和间接损失）或支出（包括但不限于诉讼费用、律师等中介机构费用、差旅费等一切费用）。

15. 税费

15.1 乙方转让股权所产生的相关税费由乙方自行承担。如目标公司后续按业绩承诺实现了业绩目标，甲方补偿乙方因本次股权转让而缴纳的相关税费的50%（以乙方实缴税额的 50%为限），并与业绩目标完成后的 30 日完成补偿。各方因准备和商谈本协议发生的费用应由各方自行承担，但本协议另有约定的除外。

16. 保密

16.1 各方同意对本协议的条款及条件保密。但中国法律、法规、规范性文件另有规定或本协议另有约定的除外。

17. 不可抗力

17.1 如遇不可抗力使本协议不能履行或不能完全履行的，遇有不可抗力一方，应立即将不可抗力情况通知对方，并在 10 日内向对方提供不可抗力详情及本协议不能全部或部分履行的有效证明。按照不可抗力的影响程度，由各方协商

决定是否解除本协议，或者部分免除履行本协议的责任，或者延期履行本协议。

17.2 遇有上述不可抗力的一方，应采取一切必要的补救措施，以减少因不可抗力造成的损失，否则就损失扩大部分，该方不能免责。

18.争议的解决

18.1 本协议的签订及履行有争议的，由各方协商解决。

18.2 各方协商无法解决争议的，任何一方均可将因本协议引起的或与本协议有关的任何争议，提请深圳国际仲裁院（华南国际经济贸易仲裁委员会）按照该会仲裁规则进行仲裁。仲裁地点为深圳，仲裁语言为中文，仲裁裁决是终局的，对各方均有约束力。

19.完整协议

19.1 本协议是不可分割的完整协议。本协议及附件的修改、补充、解除均应由本协议当事人签署书面法律文件。

20.特别约定

20.1 各股东均同意在业绩承诺期间，目标公司不分红，具体以目标公司章程为准。

20.2 丙方从 2023 年 10 月起向乙方发放工资，具体工资以《劳动合同》为准。

20.3 本次股权转让完成后（乙方 1 将目标公司 51%的股权转让给甲方后），乙方 1 不在目标公司担任任何职务（不晚于 2024 年 3 月 15 日前从公司离职），且不得要求公司做其他任何补偿。

20.4 如后续签订、用于工商备案登记的股权转让协议（及类似名称或者具有相似效力的合同和/或协议）与本协议的约定不符，各方同意以本协议为准。

21.其他条款

21.1 本次投资完成后，业绩承诺期内：（1）由乙方 2 和乙方 3 负责目标公

司日常的经营工作，在年度预算内，并且具有目标公司经营主导权、人事管理权、财务管理权，在未损害公司利益的前提下，甲方不得随意干涉乙方对日常公司的经营；（2）甲方 2 担任目标公司的法定代表人和执行董事；（3）2024 年的财务由甲方 1 委派，基本管理制度参照甲方 1 制定，2025-26 年后根据业务发展需要，配备专职的财务/HR。

21.2 本协议的订立、履行、纠纷解决，均适用中华人民共和国法律（不包括香港、澳门、台湾法律）。

21.3 本协议部分条款的无效、未生效不影响其他条款的效力。

21.4 未经一方书面同意，任何一方均不得出让、转让或质押在本协议项下的权利。

21.5 一方无法行使或延迟行使其根据法律或本协议的任何权利，不应被视为放弃该权利，也不排除以后任何时间对该权利的行使。

21.6 如本协议在各主管行政机关或机构办理审批、登记、备案、公证（如有）等手续时被要求重新签订的，各方应当按照主管行政机关的要求签订新的文本，新文本与本协议不一致以本协议为准。

21.7 本协议有如下附件：

附件 1《关于历史股转不存在瑕疵的承诺函》，

附件 2《承诺函》，

附件 3《劳动合同、保密及竞业限制协议模板》，

附件 4《关于关联公司不从事相同业务的承诺函》，

附件 5《一致行动人协议》，

附件 6《股权质押协议》，

附件与本协议具有相同法律效力。

21.8 本协议自签署之日起即对各方有法律约束力。

21.9 本协议一式【10】份，甲方持叁份，乙方持叁份，其他肆份供办理公证、工商变更登记手续或目标公司留存使用。

（以下无正文）

保密文件

【本页为《合资协议》之签署页】

甲方

甲方 1：深圳市广和通投资发展有限公司（盖章）

法代或授权代表（签字）：

甲方 2（签字）：

乙方/创始团队

乙方 1 张　帆（签字）：

乙方 2 张　晨（签字）：

乙方 3 潘毅骏（签字）：

丙方：上海七重宇宙数字科技有限公司（盖章）

法代或授权代表（签字）：

本协议签署于【2024】年【1】月【17】日，深圳市南山区。

保密文件

附件 1

关于历史股转不存在瑕疵的承诺函

本人张帆，系上海七重宇宙数字有限公司（下称“七重宇宙”）的股东，持有七重宇宙 49%的股权并办理了工商登记。截至本承诺函签署日，本人所持有的七重宇宙的股权不存在代持及任何权利瑕疵，且未设定任何抵押、质押等担保权益及其他第三方权益，也不存在被查封或冻结等瑕疵。有关七重宇宙股权的历次转让，含毛延斌将原持有的七重宇宙 40%的股权作价 0 元转让给我，均不存在任何瑕疵。

承诺如有失实部分、给甲方 1 造成任何损失，一切损失和相关法律后果由本人承担。

特此承诺

承诺人签字： 

承诺日期：【2024】年【1】月【17】日

附件 2

承诺函

本人张晨，系上海七重宇宙数字有限公司（下称“七重宇宙”）的高管，2023年 10 月 31 日从广东联想懂的通信有限公司离职，11 月 1 日入职七重宇宙，在此郑重承诺：

截至本承诺函签署日，未与其他公司签订《竞业限制协议》或者具有类似效力或条款的协议，同时未与除七重宇宙以外的其他公司之间存在劳动关系。

承诺如有失实部分、给甲方 1 造成任何损失，一切损失和相关法律后果由本人承担。

特此承诺

承诺人签字： 

承诺日期：【2024】年【 1】月【17】日

保密文件

承诺函

本人潘毅骏，系上海七重宇宙数字有限公司（下称“七重宇宙”）的总经理，在此郑重承诺：

截至本承诺函签署日，未与其他公司签订《竞业限制协议》或者具有类似效力或条款的协议。

承诺如有失实部分、给甲方 1 造成任何损失，一切损失和相关法律后果由本人承担。

特此承诺

承诺人签字：

承诺日期：【2024】年【1】月【17】日

保密文件

附件 3

劳动合同模板

劳动合同

（适用全日制用工）

保密文件

甲方(用人单位)　　乙方(员工)

名称：上海七重宇宙数字科技有限公司　　姓名_潘毅骏

住所：上海市宝山区真陈路1000号1幢6楼

性别 男

法定代表人
（主要负责人）_____　　身份证（护照）
号码 310107197802204676

联系机构　人力资源共享中心（HRSSC）　　住址 上海市长宁区凤仙路180弄2号204室

联系电话_____　　联系电话：_

根据《中华人民共和国劳动法》（以下简称《劳动法》）、《中华人民共和国劳动合同法》（以下简称《劳动合同法》）等有关法律法规的规定，甲乙双方遵循合法、公平、平等自愿、协商一致、诚实信用的原则，签订本合同，共同遵守本合同所列条款。

一、合同期限

（一）甲乙双方同意按以下第__1__种方式确定本合同期限。

1、有固定期限：从 2024 年 1 月 1 日起至 2026 年 12 月 31 日止。

2、无固定期限：从__/__年__/__月__/__日起。

3、以完成一定工作任务为期限：从__/__年__/__月__/__日起至__/__工作任务完成时止。完成工作任务的标志是__/__。

（二）试用期为 无（试用期包括在合同期限内，如无试用期，则填写“无”）。

二、工作内容和工作地点

乙方的工作内容(岗位或工种)：_____；

执行双方认可的职位说明书；经双方协商一致，可以变更工作岗位（工作内容）。

乙方的工作地点： 上海（经双方协调一致，可变更工作地点）。

三、工作时间和休息休假

（一）甲乙双方同意按以下第_1_种方式确定乙方的工作时间。

1、标准工时制，即每日工作 7.5 小时（不超过 8 小时），每周工作 40 小时（不超过 40 小时），每周至少休息一日，每个月最后一个周六上班工作 7.5 小时。

2、不定时工作制，即经劳动保障行政部门审批，乙方所在岗位实行不定时工作制。

3、综合计算工时工作制，即经劳动保障行政部门审批，乙方所在岗位实行综合计算工时工作制。

（二）甲方由于生产经营需要延长工作时间的，按《劳动法》第四十一条执行。

（三）乙方依法享有法定节假日、婚假、产假、丧假等假期。

（四）乙方的其他休息休假安排 执行公司假期管理办法。

四、劳动报酬

（一）甲方依法制定工资分配制度，并告知乙方。甲方支付给乙方的工资不得低于市政府公布的当年度最低工资。

（二）乙方每月工资 人民币：_____元 （其中试用期每月工资人民币：元）。

（三）甲方每月____日发放工资。甲方至少每月以货币形式向乙方支付一次工资。（注：遇节假日顺延）

（四）乙方加班工资、假期工资及特殊情况下的工资支付按有关法律、法规的规定执行。

（五）甲乙双方对工资的其它约定： 无 。

五、社会保险和福利待遇

（一）甲乙双方按照国家和省、市有关规定，参加社会保险，缴纳社会保险费。

（二）乙方患病或非因工负伤，甲方应按国家和省、市的有关规定给予乙方享受医疗期和医疗期待遇。

（三）乙方患职业病、因工负伤的，甲方按《职业病防治法》、《工伤保险条例》等有关法律法规的规定执行。

（四）甲方为乙方提供以下福利待遇： 执行公司福利管理制度 。

六、劳动保护、劳动条件和职业危害防护

（一）甲方按国家和省、市有关劳动保护规定，提供符合国家安全卫生标准的劳动作业场所和必要的劳动防护用品，切实保护乙方在生产工作中的安全和健康。

（二）甲方按国家和省、市有关规定，做好女员工和未成年工的特殊劳动保护工作。

（三）乙方从事__/__作业，可能产生__/__职业危害，甲方应采取__/__防护措施，并每年组织乙方健康检查__/__次。

（四）乙方有权拒绝甲方的违章指挥，强令冒险作业；对甲方危害生命安全和身体健康的行为，乙方有权要求改正或向有关部门举报。

七、规章制度

（一）甲方依法制定的规章制度，应当告知乙方。

（二）乙方应遵守国家和省、市有关法律法规和甲方依法制定的规章制度，按时完成工作任务，提高职业技能，遵守安全操作规程和职业道德。

（三）乙方自觉遵守国家和省、市计划生育的有关规定。

八、合同变更

甲乙双方经协商一致，可以变更合同。变更合同应采用书面形式。变更后的合同文本双方各执一份。

九、合同解除和终止

（一）甲乙双方协商一致，可以解除合同。

（二）乙方提前三十日以书面形式通知甲方，可以解除劳动合同；乙方试用期内提前三日通知甲方，可以解除劳动合同。

（三）甲方有下列情形之一的，乙方可以通知甲方解除劳动合同：

1、未按照劳动合同约定提供劳动保护或者劳动条件的；

2、未及时足额支付劳动报酬的；

3、未依法为乙方缴纳社会保险费的；

4、甲方的规章制度违反法律、法规的规定，损害乙方权益的；

5、甲方以欺诈、胁迫的手段或者乘人之危，使乙方在违背真实意思的情况下订立或者变更本合同，致使劳动合同无效的；

6、甲方免除自己的法定责任、排除乙方权利，致使劳动合同无效的；

7、甲方违反法律、行政法规强制性规定，致使劳动合同无效的；

8、法律、行政法规规定乙方可以解除劳动合同的其他情形。

（四）甲方以暴力、威胁或者非法限制人身自由的手段强迫乙方劳动的，或者甲方违章指挥、强令冒险作业危及乙方人身安全的，乙方可以立即解除劳动合同，不需事先告知甲方。

（五）乙方有下列情形之一的，甲方可以解除劳动合同且不需要支付经济补偿金：

1、在试用期间被证明不符合录用条件的；

2、严重违反甲方的规章制度的，包括但不仅限于：

（1）对公司客户有不尊重行为使公司失去客户，或因不及时跟进客户且经领导指出后拒不改正而造成公司失去客户；

（2）有重大事故责任或有工作严重失误者（重大事故标准以相关单位认定为准，如无标准，以对公司造成一万元或以上损失为准）；

（3）严重影响公司的正常秩序，或者给公司造成一万元以上损失的；

（4）对公司同事或客户进行人身攻击或侵犯；

（5）语言侮辱公司女性员工造成严重后果，或动手猥亵公司女员工的（符合治安处罚规定或触犯刑法的交当地公安机关处理）；

（6）索取、收受贿赂，或者擅自将来公司客户介绍给外单位的，或者故意泄露公司客户资料给竞争对手的；

（7）履行职务中，擅自使用任何属于他人的技术秘密或其他商业秘密信息，或者擅自实施可能侵犯他人知识产权的行为，因此对公司造成任何影响的；

（8）连续无故旷工达 2 天，或一月内累计旷工达 3 天或一年内累计旷工达 5 天，经人力行政部提出拒不改正的；

（9）赌博、卖淫嫖娼、盗窃、泄密、吸毒；

（10）有虚假报销行为的；

（11）驾驶公司车辆的员工因违章造成他人十级或以上伤残或造成损失达到10万元的，或因此使公司遭受其他重大影响的；

（12）违反保密义务或禁业限制义务的；

（13）打击报复监督检举人；

（14）女职工违反国家计划生育政策；

（15）散布不利于劳资关系谣言或挑拨劳资关系，煽动员工怠工、罢工；

（16）伪造上级（包括但不限于直接上级）签字，或伪造公司印章；

（17）在职期间两次伪造考勤记录者；

（18）公司以诚信立业为本，弄虚作假，向公司提供虚假材料的行为将视为严重违反公司规章制度；

（19）员工薪酬构成公司商业秘密，公司对薪酬体系实行保密，严禁员工相互打探、讨论薪酬，违反者视为严重违反公司规则制度。

（20）通报批评累计达两次，视为严重违反劳动纪律和公司规章制度。

3、严重失职，营私舞弊，给甲方造成重大损害的；

4、乙方同时与其他用人单位建立劳动关系，对完成本单位的工作任务造成严重影响，或者经甲方提出，拒不改正的；

5、乙方以欺诈、胁迫的手段或者乘人之危，使甲方在违背真实意思的情况下订立或者变更本合同，致使劳动合同无效的；

6、被依法追究刑事责任的。

（六）有下列情形之一的，甲方提前三十日以书面形式通知乙方或者额外支付乙方一个月工资后，可以解除劳动合同：

1、乙方患病或者非因工负伤，在规定的医疗期满后不能从事原工作，也不能从事由甲方另行安排的工作的；

2、乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；

3、劳动合同订立时所依据的客观情况发生重大变化，致使劳动合同无法履行，经甲乙双方协商，未能就变更劳动合同内容达成协议的。

（七）有下列情形之一，甲方需要裁减人员二十人以上或者裁减不足二十人但占甲方职工总数百分之十以上的，甲方应提前三十日向工会或者全体职工说明

情况，在听取工会或者职工的意见，并将裁减人员方案向劳动行政部门报告后，可以裁减人员：

1、依照企业破产法规定进行重整的；

2、生产经营发生严重困难的；

3、企业转产、重大技术革新或者经营方式调整，经变更劳动合同后，仍需裁减人员的；

4、其他因劳动合同订立时所依据的客观经济情况发生重大变化，致使劳动合同无法履行的。

（八）有下列情形之一的，劳动合同终止：

1、劳动合同期满的；

2、乙方开始依法享受基本养老保险待遇的；

3、乙方死亡，或者被人民法院宣告死亡或者宣告失踪的；

4、甲方被依法宣告破产的；

5、甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的；

6、法律、行政法规规定的其他情形。

十、经济补偿

（一）符合下列情形之一的，甲方应当向乙方支付经济补偿：

1、甲方依据本合同第九条第（一）项规定向乙方提出解除劳动合同并与乙方协商一致解除劳动合同的；

2、乙方依据本合同第九条第（三）项、第（四）项规定解除劳动合同的；

3、甲方依据本合同第九条第（六）项规定解除劳动合同的；

4、甲方依照本合同第九条第（七）项规定解除劳动合同的；

5、除甲方维持或者提高劳动合同约定条件续订劳动合同，乙方不同意续订的情形外，依据本合同第九条第（八）项第 1 目规定终止固定期限劳动合同的；

6、依据本合同第九条第（八）项第 4 目、第 5 目规定终止劳动合同的；

7、法律、行政法规规定的其他情形。

（二）甲乙双方解除或终止本合同的，经济补偿的发放标准应按《劳动合同法》和国家和省、市有关规定执行。

十一、合同解除和终止手续

甲乙双方解除和终止本合同的，乙方应按双方约定，办理工作交接等手续。甲方应依法向乙方出具书面证明，并在十五日内为乙方办理档案和社会保险关系转移手续。

十二、争议处理

甲乙双方发生劳动争议的，应先协商解决。协商不成的，可以向本单位工会寻求解决或向本单位劳动争议调解委员会申请调解；也可以直接向劳动争议仲裁委员会申请仲裁。对仲裁裁决无异议的，双方必须履行；对仲裁裁决不服的，可以向人民法院起诉。

十三、双方认为需要约定的其他事项：

1、乙方在签订劳动合同之前，甲方有权了解乙方与劳动合同直接相关的基本情况，包括但不限于劳动者的学历、履历、资格或任职证书（明）以及以前劳动关系、劳动合同是否解除或终止等。劳动者应当如实说明，并应书面承诺其真实性。若因故意漏报、隐瞒前述基本情况，骗取甲方签订劳动合同的，经甲方查出或被原单位追诉的，视为乙方的欺诈行为并导致甲方的严重误解，甲方有权依法申请认定本合同自始无效，由此给甲方造成的损失，应由乙方全额承担。

2、乙方实际工作地点和劳动关系所在地点不一致时（视为后者外派到前者进行工作），乙方同时适用实际工作地点和劳动关系所在地点的规章制度和决定，两者有冲突的，优先适用前者。

3、乙方在合同期内，属其岗位职务行为或主要利用甲方的物质技术条件所产生的所有专利、版权和其他知识产权归甲方所有，乙方无权进行商业性开发。

4、乙方声明，其签订本合同之前已向甲方如实、全面披露其尚未履行完毕的竞业禁止协议（如有），并保证，其与甲方签订本合同不会违反其竞业禁止义务。声明或保证不实，构成乙方违约，乙方应当赔偿甲方因此遭受的所有损失（包括经济的与名誉的，已遭受的与必将遭受的），包括但不限于案件受理费、律师费、评估费、鉴定费。

5、双方签订本合同后，乙方不得在合同期内再受聘其他任何单位从事与甲方相同或类似或有竞争冲突的业务。乙方违反此规定则被视为严重违反本合同，

并认为有足够的理由被辞退。同时甲方保留相关的追溯权力；

6、乙方对在合同期间得到的有关甲方及其关联公司的情报、信息等商业秘密进行保密，不得将其泄露给任何第三者（亦包括无工作上需要的甲方雇员）。乙方违反保密义务则被视为严重违反本合同，并认为有足够的理由被辞退。此种保密义务在本合同终止或期满后的二年内对乙方仍有约束力。

7、由甲方出资培训乙方，双方另行签订《培训协议》，因乙方原因而提前解除劳动合同，乙方应赔偿甲方的培训等费用，具体赔偿标准执行《培训协议》约定。

8、双方社保的缴交，按劳动关系所在地社保局所核定之额度执行；

9、乙方已认真阅读公司员工手册和相关规章制度，如有违犯，乙方愿意接受公司相关管理规定的处罚。

十四、其它

（一）本合同未尽事宜或合同条款与现行法律法规规定有抵触的，按现行法律法规执行。

（二）本合同自甲方盖章乙方签字之日起生效，涂改或未经书面授权代签无效。原来与公司签署的劳动合同自动终止，本合同与之前劳动合同存在冲突的，以本合同为准。

（三）本合同一式两份，甲乙双方各执一份。

甲方（盖章）：

年　月　日

乙方（签名）：

2018年1月17日

保密及竞业限制协议模板

甲方：上海七重宇宙数字科技有限公司

法定代表人：

住所：上海市宝山区真陈路 1000 号 1 幢 6 楼

电话：

乙方：潘毅敬

住址：上海市长宁区草屯路180弄2号204室

电话：

保密协议

鉴于：

1、乙方在甲方工作期间（以下简称：在职期间）从事重要岗位，将有可能/已经知悉甲方的企业内部资讯以及核心技术秘密/重要商业机密；

2、乙方在职期间将/已经任职的岗位/从事的工作为（以实际情况为准）：____。

3、乙方在职期间知悉的技术秘密/商业机密包括但不限于：以书面、口头、电子文档或其它有形或无形方式体现的甲方及/或其关联方的（1）生产、质量、研发等方面的技术方案、工程设计、工艺设计流程及公式和/或公式的改进、制造方法、配方、技术指标、计算机软件、数据库、研究开发记录、技术报告、检测报告、实验数据、试验结果、任何部分或阶段的科学或技术信息、图面、样品、样机、操作手册、技术文档相关函件；（2）营销计划或技巧、销售信息、管理信息、生产信息、客户名单、采购资料、进货渠道、经营信息（包括但不限于投标信息）、定价政策、报价、付款条件；（3）经营战略、发展规划、经营项目、经营决策、法律意见、审计报告、财务/统计报表、可行性报告、高层重要会议记录、薪酬制度、人事档案等。

如乙方为核心技术人员，应甲方要求，乙方将其掌握的核心技术名称和/或工艺名称和/或正在从事的研究领域等主要名称列明如下：(选填)_____；

4、该等技术秘密/重要商业机密对甲方生产经营具有重要作用；

5、甲方之商业竞争对手一旦获得该等技术秘密/重要商业机密，可能对甲方的正常经营及企业发展带来重大不利影响；

6、乙方承诺并保证，以上内容均真实合法，不得有隐瞒、欺骗、误导，否则甲方有权要求乙方承担本协议下所有合同责任，并有权要求乙方依法承担其他法律责任。若双方对以上第 2 款或第 3 款填写内容有异议，应当参照双方签订的劳动合同，结合乙方任职的岗位/从事的工作/接触的资料/联系的人员，以甲方认定的事实为准；

7、为保护双方的合法权益，根据国家有关法律法规，本着平等自愿和诚信的原则，经双方协商一致，达成下列条款，双方共同遵守。

第一条 乙方的保密义务

1、保密。

在本协议期限内，乙方应当继续保守其在职期间掌握的甲方的或者对甲方有利的技术信息、技术秘密、商业秘密及甲方所有的企业内部资讯。

2、乙方在职期间不得从事竞争性业务。

在本协议期限内，乙方不得直接或者间接利用乙方在甲方工作期间期间掌握的与甲方经营有关的技术、业务等商业秘密和其它信息，自行/联同他人/委托他人生产、经营与甲方及甲方关联企业相竞争的同类产品或业务；

3、乙方在职期间不得在任何第三方以任何名义竞争性任职。

在本协议期限内，乙方不得直接或者间接利用其掌握的甲方的技术、业务、企业资讯等商业秘密和其它保密信息，在与甲方生产、销售同类产品或经营同类业务且具有竞争关系或其他利害关系的其他企业任职（无论是作为董事、委托人、顾问、代理人、雇员或其它形式；无论已签定正式劳动合同或与其他企业形成事实劳动关系）；

4、乙方在职期间不得从事其他竞争性行为。

（1）参与。乙方不得直接或间接地涉入、参与对甲方造成竞争性经营的业务或与该等业务的经营有利害关系；所谓竞争性经营的业务是指可能造成甲方市场分额减少或受到威胁，或者可能造成甲方/甲方的产品社会评价降低的任何业

务。

（2）劝诱。在本协议期限内，乙方不得以任何方式直接/间接/帮助他人对掌握甲方的员工或关键岗位员工进行劝诱，引导其离开甲方或者到在与甲方有竞争性业务的企业任职；

（3）招揽。向甲方曾经/现在/潜在的客户兜售或招揽乙方在服务于甲方过程中积极参与的业务和/或与该等业务相关的服务；

（4）交易。以任何方式与甲方曾经/现在/潜在的客户从事任何与甲方经营相关的交易；

（5）影响。以任何方式直接/间接影响或者试图影响甲方的客户、供应商、许可使用人或经营关系人，使其终止与甲方或甲方关联企业的业务关系，或使其向甲方或甲方关联企业提供的分额/利润/便利向他方转移，或降低其对甲方/甲方的服务/甲方的产品之评价。

第二条 保密的失效及自行终止

以下情况，若双方已无其他争议，则本协议自行终止，双方于本协议下未履行之权利义务均解除：

保密协议生效前或者履行期间，乙方掌握的属于甲方的商业秘密已经公开；或者乙方掌握的商业秘密已不能为甲方带来经济利益或竞争优势；或者该等商业秘密已经不具有实用性；或甲方认为使继续履行本协议已不必要，甲方可以放弃对劳动者保密的要求。此类情形，甲方可以口头/书面告知乙方。

第三条 违约责任

若乙方违反本协议约定之任何义务，应当承担违约责任：如果因乙方的行为使甲方遭受直接或间接经济损失，甲方可要求乙方一并赔偿甲方遭受的经济损失（包括实际损失和预期收益损失）。

第四条 法律的适用及争议的解决

本协议适用中华人民共和国法律；因本协议发生争议，应由双方友好协商解决；协商不成，任何一方可按法定程序申请调解、仲裁、提起诉讼。

竞业限制协议

鉴于：

乙方担任甲方[　　]，因工作所需掌握公司及其关联公司的保密信息；

乙方同意保守公司及其关联公司在技术及其它商业方面的保密信息，并同意在其离任公司或关联公司的任何职务后，亦不从事任何与公司及其关联公司构成竞争的业务或行为。

以上双方经充分协商，就上述保密与不竞争之事宜，一致达成协议如下：

第一条 释义

以下词语在本协议中使用时，除文意另有所指外，应具有如下规定的意义：

1、“保密信息”是指所有公司及其享有权益的任何公司、法人（包括但不限于子公司、合资公司、或合作公司，以下简称“关联公司”）所有或使用的，包含、存储或记录在计算机磁盘、光盘读取器、光盘、硬盘、软件中的电子格式资料或记录在文件或其它有形载体上的信息，包括：

（1）乙方在公司及关联公司工作和培训期间所接触到的相关的工业技术、设计、技术规格或窍门、工艺流程、图纸、工艺、工作流程、专有技术和专利技术及其有关资料（不管该专有技术和专利技术是否已获得专利注册）；

（2）任何有关公司及任何关联公司的业务、事务、客户、供货商、经销商等方面的信息（包括但不限于名单和价格等），该等信息如向公司竞争者或社会公众披露将损害公司或关联公司的利益；

（3）任何公司及关联公司的客户认为应予保密的信息，以及公司和关联公司负有明示或暗示的保密义务的任何信息；

（4）任何有关公司或关联公司雇员薪酬或其它个人资料的信息，该等信息如经披露将不利于该雇员；

（5）乙方在公司及关联公司工作和培训期间所接触到的其它信息，包括业务策略及方法、计算机程序、财务资料、会计资料、折扣计算、簿记方法和会计方法、所有研究数据、行政管理方法；供应、营销、研究和开发情报和计划。

第二条 关于乙方保密义务的陈述与保证

1、乙方在此陈述与保证：

（1）乙方确认并保证，为公司及其关联公司工作及与公司或其关联公司签订的聘用合同将不会违反乙方与任何公司、个人的关于保密义务的约定和协议；

（2）乙方已知晓并确认，保密信息乃公司及关联公司（依照情况确定）的专有财产，必须依照本协议严格保密。保密信息是公司及关联公司投入大量资本、人力和其它资源经过长时间形成的商业秘密，一经泄露将对公司及关联公司的利益造成重大损失；

（3）乙方承诺及保证，在公司工作期间及离开公司后，将严格保守公司及关联公司的保密信息，遵守公司及关联公司的保密制度和规定，除经公司或相关的关联公司事先书面授权并为公司及该关联公司之利益外，不向任何个人、公司、组织或其它实体透露任何保密信息；

（4）乙方知晓和保证，在公司工作期间，除经公司或关联公司事先书面同意外，乙方不得将保密信息从公司及关联公司的所管辖的区域中移走、复制、抄录、或以电子方式向外发送。上述违反本第 2.1 条第（d）项的行为，均将被追究法律责任；

（5）乙方承诺及保证，在公司和其关联公司工作期间，将尽最大努力保护公司的保密信息，在知悉将要发生危及或可能危及公司保密信息安全性或保密性的行为或事件时，应立即通知公司以及其关联公司并采取适当的措施加以阻止；

（6）乙方承诺及保证，在公司工作期间及离开公司后，对所知悉的与公司及关联公司的客户、供货商或与公司业务相关的任何其它公司或个人有关的信息（无论是否构成保密信息）将严格保密，不向任何个人、公司、组织或其它实体透露或加以利用，无论公司及关联公司对该等信息是否负有明示的或暗示的保密义务。

2、乙方同意，本协议第 2 条的规定在世界各地及各个管辖区均适用。

第三条 关于乙方不竞争、不诱使义务的陈述与保证

1、乙方在此陈述与保证：

（1）乙方确认并保证，为公司以及其关联公司工作及与公司及其关联公司签订的聘用合同将不会违反该员工与前任雇主或任何公司、个人的关于不竞争义务的约定和协议；

（2）乙方承诺及保证，在公司工作期间，将不会直接或间接地以负责人、所有者、代理人、股东、雇员或其它身份设立、从事、参与、提供资金或担保或建议予任何对公司业务构成竞争的或处于相同或近似行业的公司、组织或其它任何商业形式，或者为其工作或在其中拥有任何权益或与之相关联；关于乙方离职后的竞业限制的要求，公司有权于乙方离职时，根据附表 A 的格式所填具相关的竞业限制的条款，于通知乙方后视为本协议的一部分，对乙方发生拘束力。

（3）乙方承诺及保证，在公司及其关联公司工作期间及离开公司及其关联公司后，将不会直接或间接地诱使或要求公司或关联公司的任何客户或供货商或代理商撤销或取消与公司和/或关联公司现有或正在洽谈的业务；

（4）乙方承诺及保证，在公司及其关联公司工作期间及离开公司及其关联公司后，将不会直接或间接地促使公司或关联公司的任何雇员与公司或该关联公司终止劳动和雇佣关系；

（5）乙方承诺及保证，在公司及其关联公司工作期间及离开公司及其关联公司后，将不会散布任何有损于公司、关联公司或其董事、管理人员、雇员声誉和利益的言论或信息。

2、乙方同意，本协议第 3 条的规定在世界各地及各个管辖区均适用。

第四条 知识产权

1、乙方在此确认：在公司及关联公司工作期间其本人或与他人共同对公司的财务、会计软件、生产设备、工艺流程、设计或产品所作出的任何改进和与之有关的软件作品、发明和研究的技术、以及对公司经营管理、原料供应、产品销售、开拓市场所作的设想和方案，都应视其为职务作品、发明、发现和成果，并属于公司及关联公司的专有财产。乙方应当立即、全面地向公司及关联公司披露该等作品、发明、发现和成果。乙方在此进一步同意其应采取一切必要的步骤（包括签署各种文件），在法律允许的前提下将前述职务作品、发明、发现和成果归属到公司或关联公司的名下，以公司或关联公司的名义进行申请、注册、登记、发表，使公司或关联公司取得相应知识产权。除根据公司的《专利奖励制度》以及届时有效的其他制度规定外，乙方不得依此向公司或关联公司索求任何费用或补偿。

2、乙方离开公司或其关联公司后利用其在公司原负责工作有关的发明、发现创作和开发的其它发明、发现的一切知识产权或其它相关权利均归公司及其关联公司专有，乙方不得主张任何权利。

第五条 离职时的交接工作

1、终止有关聘用关系时，乙方必须立即将其持有、占有、控制的所有公司或关联公司的计算机、磁盘、光盘、软件、硬件、文件、纸张、书册、资料、单据凭证、车辆、信用卡、函件、说明书、纪录和其它公司财产及其复印件全部交回公司或该关联公司。

第六条 违约责任

如乙方违反在本协议项下的任何承诺、保证或义务，乙方应赔偿公司及关联公司由此而遭受的一切经济和商业损失。

第七条 适用法律

本协议的解释和履行均适用中国法律。

第八条 争议的解决

因本协议而引起的一切争议应先经双方友好协商解决，协商不成的，则任何一方有权将该等争议提交深圳国际仲裁院（华南国际经济贸易仲裁委员会）按照该会仲裁规则进行仲裁。仲裁地点为深圳，仲裁语言为中文，仲裁裁决是终局的，对各方均有约束力。仲裁费用由败诉方承担。

第九条 协议的完整性和可分割性

1、本协议由正文和附件组成，所有附件均为本协议的有效组成部分。

2、如本协议的任何约定、条款或部分被裁定部分或全部无效或不可执行，该部分将被视为从本协议中分离，其余条款和部分的效力应不受影响，继续有效。

第十条 之前协议的取代

1、本协议包含了各方对其中所列事项的全部共识和协议，取代并替代了以前所有有关的口头或书面的共识、协议或意向声明。

2、本协议条款与双方签订的任何协议有不一致的，以本协议的相关规定为准。

第十一条 其它

1、本协议以中文写成。

2、本协议各章的标题仅为阅读之便利而设，不具实质含义。

3、此竞业限制义务在双方劳动合同解除之时，乙方是否仍需继续履行，以双方签署的解除劳动合同协议书约定的事项为准。

第五条 本协议的效力

1、本协议由甲方盖章乙方签字后成立生效；

2、本协议独立于双方签订的劳动合同，不因劳动合同解除或者被认定为无效/可变更/可撤销而解除/无效/可变更/可撤消；

3、双方均应当对本协议内容保密，对本协议保密之义务视同本协议第一条第 1 款之义务；

4、双方确认，已经充分了解本协议约定的所有条款及条款含义，本协议无任何法律规定的欺诈、胁迫之情势，任何一方不得以此为由要求法院宣告本协议无效或要求解除/终止/变更本协议。甲方提醒乙方不管在职或者离职，都应当而且必须重视本协议暨本协议中乙方之义务。

5、本协议一式两份，双方各执一份，具有同等法律效力。乙方签订本协议后应当向甲方出具签收证明。

6、经协商一致，本协议可以修改，但必须采用书面形式。

甲方：上海七重宇宙数字科技有限公司（盖章）

法代或授权代表签字：

乙方（签字）：

签署日期：【2024】年【1】月【17】日

签署地点：深圳市南山区

附件 4

关于关联公司不从事相同业务的承诺函

本人张帆、张晨、潘毅骏，系上海七重宇宙数字有限公司（下称“七重宇宙”）的股东或/和高管，在此郑重承诺：

本人目前或将来持有和控制的公司，不会与上海七重宇宙数字科技有限公司从事相同业务，对于目前已经存在或控制的与七重科技从事相同业务的公司，除非得到甲方 1 豁免外，将于 2024 年 12 月 31 日前注销。

承诺如有失实部分、给甲方 1 造成任何损失，一切损失和相关法律后果由本人承担。

特此承诺

承诺人签字：

承诺日期：【2024】年【12】月【17】日

保密文件

附件 5

一致行动人协议

甲方 1：深圳市广和通投资发展有限公司，统一社会信用代码为【91440300MA5F1X6N1C】，注册地址为【深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷六栋 A 座 1302】；

甲方 2：朱涛，身份证号为【370202197805314912】，住址为【深圳市南山区信和自由广场双子座 14B】；

以上合称为“双方”。

鉴于：

（1）甲方 1 为上海七重宇宙数字科技有限公司（“公司”）的股东，占【45.90%】的股份；甲方 2 为公司的股东，占【5.10%】的股份。

（2）为保障公司持续、稳定发展，提高公司经营、决策的效率，双方拟在公司股东会中采取“一致行动”，以共同控制公司。

为此，双方经友好协商，就双方在公司股东会会议中采取“一致行动”事宜进一步明确如下：

1、“一致行动”的目的

双方将保证在公司股东会会议中行使表决权时采取相同的意思表示，以巩固双方在公司中的控制地位。

2、“一致行动”的内容

双方在公司股东会会议中保持的“一致行动”指，双方在公司股东会中通过举手表决或书面表决的方式行使下列职权时保持一致：

（1）共同提案；

（2）共同投票表决决定公司的经营计划和投资方案；

（3）共同投票表决制订公司的年度财务预算方案、决算方案；

（4）共同投票表决制订公司的利润分配方案和弥补亏损方案；

（5）共同投票表决制订公司增加或者减少注册资本的方案以及发行公司债券的方案；

（6）共同投票表决聘任或者解聘公司经理，并根据经理的提名，聘任或者解聘公司副经理、财务负责人，决定其报酬事项；

（7）共同投票表决决定公司内部管理机构的设置；

（8）共同投票表决制定公司的基本管理制度；

（9）在双方中任何一方不能参加股东会会议时，应委托另一人参加会议并行使投票表决权；

（10）共同行使在股东会中的其它职权。

3、“一致行动”的延伸

（1）若双方内部无法达成一致意见，甲方 2 应按照甲方 1 的意向进行表决；

（2）双方承诺，如其将所持有的公司的全部或部分股权对外转让，则该等转让需以受让方同意承继本协议项下的义务并代替出让方重新签署本协议作为股权转让的生效条件之一；

（3）如果任何一方违反其作出的前述承诺（任何一条），必须按照其他守约方的要求将其全部的权利与义务转让给其他守约方中的一方、两方或多方，其他守约方也可共同要求将其全部的权利与义务转让给指定的第三方。

4、“一致行动”的期限

自【2023】年【10】月【31】日至甲方 1 转让公司全部股权或者从公司退股后止。

5、协议的变更或解除

（1）本协议自双方在协议上签字盖章之日起生效，双方在协议期限内应完全履行协议义务，非经双方协商一致并采取书面形式本协议不得随意变更；

（2）双方协商一致，可以解除本协议；

上述变更和解除均不得损害双方在公司中的合法权益。

6、争议的解决

本协议出现争议双方应通过友好协商解决，协商不成应将争议提交给深圳国际仲裁院（华南国际经济贸易仲裁委员会）按照该会仲裁规则进行仲裁。仲裁地

点为深圳，仲裁语言为中文，仲裁裁决是终局的，对各方均有约束力。

7、管辖的法律

本协议以及甲乙双方在本协议项下的权利和义务由中国法律管辖。

8、本协议一式贰份，双方各执壹份，具同等法律效力。

【以下无正文，为《一致行动协议》签署页】

甲方 1：深圳市广和通投资发展有限公司（盖章）

法代或授权代表（签字）：

甲方 2 朱涛（签字）：

签署日期：【2024】年【1】月【17】日

签署地点：深圳市南山区

保密文件

附件 6

股权质押协议

甲方 1：深圳市广和通投资发展有限公司，统一社会信用代码为【91440300MA5F1X6N1C】，住所为【深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷六栋 A 座 1302】；

乙方 1：张帆，身份证号为【310106198310170869】，住址为【上海市华灵路 1681 弄 7 号 601 室】。

为担保甲方 1、乙方 1 于【2024 年【 1 】月【17】日签订的《合资协议》的履行，乙方 1 以在上海七重宇宙数字科技有限公司（下称“七重宇宙”）持有的股权作质押，依据《中华人民共和国民法典》《中华人民共和国公司法》等法律法规的规定，经双方协商一致，达成如下协议：

一、质押合同标的

乙方 1 以持有的七重宇宙 49%的股权作质押。

二、质押担保的范围

包括《合资协议》约定的乙方债务的履行和甲方 1 实现债权的诉讼费用、律师费用、公证费用、诉讼保全担保费等费用，以及因乙方违约而给甲方 1 造成的损失和其他所有应付费用。

三、股权质押期间

自办理股权质押登记之日起至 2027 年 4 月 30 日。

四、批准程序

乙方 1 已按照七重宇宙章程的规定，就股权质押事宜，提交公司有权机关决议通过。

五、质押登记

乙方 1 应在工商变更完成 20 个工作日内完成工商行政部门股权质押登记手续。乙方 1 有义务按照工商行政部门的要求提交办理股权质押登记的相关资料。

六、《合资协议》的修改

双方签订的《合资协议》如有修改、补充，乙方 1 应按照修改、补充后债权的范围承担担保责任。

七、质权的实现

合资协议约定的债务期限到期，或因乙方违约导致合资协议解除，甲方 1 有权处分质押股权。

八、股权转让

在股权质押期间，乙方 1 不得转让出质股权，如需转让，须经甲方 1 书面同意。

九、违约责任

乙方 1 未按本合同约定的时间办理好股权质押登记手续的，每逾期一天，应按乙方 1 所持股权对应的注册资本额的千分之三支付违约金。

十、质权成立

本合同经双方签署并自股权质押在工商行政部门登记后，质权成立。

十一、股权解押

如依照《合资协议》目标公司提前完成相关业绩承诺条款，甲方应在确认乙

方 1 完成业绩承诺指标后的 10 个工作日内完成股权解押。

十二、其他

本合同一式肆份，甲乙方及七重宇宙各执壹份，多余的壹份供办理工商登记使用，均具有同等法律效力。

【以下无正文，为《股权质押协议》签署页】

甲方 1：深圳市广和通投资发展有限公司（盖章）

法代或授权代表（签字）：

乙方 1 张帆（签字）：

签署日期：【2026】年【1】月【17】日

签署地点：深圳市南山区

附件 5

一致行动人协议

甲方 1：深圳市广和通投资发展有限公司，统一社会信用代码为【91440300MA5F1X6N1C】，注册地址为【深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷六栋 A 座 1302】；

甲方 2：朱涛，身份证号为【370202197805314912】，住址为【深圳市南山区信和自由广场双子座 14B】；

以上合称为“双方”。

鉴于：

（1）甲方 1 为上海七重宇宙数字科技有限公司（“公司”）的股东，占【45.90%】的股份；甲方 2 为公司的股东，占【5.10%】的股份。

（2）为保障公司持续、稳定发展，提高公司经营、决策的效率，双方拟在公司股东会中采取“一致行动”，以共同控制公司。

为此，双方经友好协商，就双方在公司股东会会议中采取“一致行动”事宜进一步明确如下：

1、“一致行动”的目的

双方将保证在公司股东会会议中行使表决权时采取相同的意思表示，以巩固双方在公司中的控制地位。

2、“一致行动”的内容

双方在公司股东会会议中保持的“一致行动”指，双方在公司股东会中通过举手表决或书面表决的方式行使下列职权时保持一致：

（1）共同提案；

（2）共同投票表决决定公司的经营计划和投资方案；

（3）共同投票表决制订公司的年度财务预算方案、决算方案；

（4）共同投票表决制订公司的利润分配方案和弥补亏损方案；

（5）共同投票表决制订公司增加或者减少注册资本的方案以及发行公司债券的方案；

（6）共同投票表决聘任或者解聘公司经理，并根据经理的提名，聘任或者解聘公司副经理、财务负责人，决定其报酬事项；

（7）共同投票表决决定公司内部管理机构的设置；

（8）共同投票表决制定公司的基本管理制度；

（9）在双方中任何一方不能参加股东会会议时，应委托另一人参加会议并行使投票表决权；

（10）共同行使在股东会中的其它职权。

3、“一致行动”的延伸

（1）若双方内部无法达成一致意见，甲方 2 应按照甲方 1 的意向进行表决；

（2）双方承诺，如其将所持有的公司的全部或部分股权对外转让，则该等转让需以受让方同意承继本协议项下的义务并代替出让方重新签署本协议作为股权转让的生效条件之一；

（3）如果任何一方违反其作出的前述承诺（任何一条），必须按照其他守约方的要求将其全部的权利与义务转让给其他守约方中的一方、两方或多方，其他守约方也可共同要求将其全部的权利与义务转让给指定的第三方。

4、“一致行动”的期限

自【2023】年【10】月【31】日至甲方 1 转让公司全部股权或者从公司退股后止。

5、协议的变更或解除

（1）本协议自双方在协议上签字盖章之日起生效，双方在协议期限内应完全履行协议义务，非经双方协商一致并采取书面形式本协议不得随意变更；

（2）双方协商一致，可以解除本协议；

上述变更和解除均不得损害双方在公司中的合法权益。

6、争议的解决

本协议出现争议双方应通过友好协商解决，协商不成应将争议提交给深圳国际仲裁院（华南国际经济贸易仲裁委员会）按照该会仲裁规则进行仲裁。仲裁地

点为深圳，仲裁语言为中文，仲裁裁决是终局的，对各方均有约束力。

7、管辖的法律

本协议以及甲乙双方在本协议项下的权利和义务由中国法律管辖。

8、本协议一式贰份，双方各执壹份，具同等法律效力。

【以下无正文，为《一致行动协议》签署页】

甲方 1：深圳市广和通投资发展有限公司（盖章）

法代或授权代表（签字）：

甲方 2 朱涛（签字）：

签署日期：【2024】年【1】月【17】日

签署地点：深圳市南山区

保密文件

附件 6

股权质押协议

甲方 1：深圳市广和通投资发展有限公司，统一社会信用代码为【91440300MA5F1X6N1C】，住所为【深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷六栋 A 座 1302】；

乙方 1：张帆，身份证号为【310106198310170869】，住址为【上海市华灵路 1681 弄 7 号 601 室】。

为担保甲方 1、乙方 1 于【2024 年【 1 】月【17】日签订的《合资协议》的履行，乙方 1 以在上海七重宇宙数字科技有限公司（下称“七重宇宙”）持有的股权作质押，依据《中华人民共和国民法典》《中华人民共和国公司法》等法律法规的规定，经双方协商一致，达成如下协议：

一、质押合同标的

乙方 1 以持有的七重宇宙 49%的股权作质押。

二、质押担保的范围

包括《合资协议》约定的乙方债务的履行和甲方 1 实现债权的诉讼费用、律师费用、公证费用、诉讼保全担保费等费用，以及因乙方违约而给甲方 1 造成的损失和其他所有应付费用。

三、股权质押期间

自办理股权质押登记之日起至 2027 年 4 月 30 日。

四、批准程序

乙方 1 已按照七重宇宙章程的规定，就股权质押事宜，提交公司有权机关决议通过。

五、质押登记

乙方 1 应在工商变更完成 20 个工作日内完成工商行政部门股权质押登记手续。乙方 1 有义务按照工商行政部门的要求提交办理股权质押登记的相关资料。

六、《合资协议》的修改

双方签订的《合资协议》如有修改、补充，乙方 1 应按照修改、补充后债权的范围承担担保责任。

七、质权的实现

合资协议约定的债务期限到期，或因乙方违约导致合资协议解除，甲方 1 有权处分质押股权。

八、股权转让

在股权质押期间，乙方 1 不得转让出质股权，如需转让，须经甲方 1 书面同意。

九、违约责任

乙方 1 未按本合同约定的时间办理好股权质押登记手续的，每逾期一天，应按乙方 1 所持股权对应的注册资本额的千分之三支付违约金。

十、质权成立

本合同经双方签署并自股权质押在工商行政部门登记后，质权成立。

十一、股权解押

如依照《合资协议》目标公司提前完成相关业绩承诺条款，甲方应在确认乙

方 1 完成业绩承诺指标后的 10 个工作日内完成股权解押。

十二、其他

本合同一式肆份，甲乙方及七重宇宙各执壹份，多余的壹份供办理工商登记使用，均具有同等法律效力。

【以下无正文，为《股权质押协议》签署页】

甲方 1：深圳市广和通投资发展有限公司（盖章）

法代或授权代表（签字）：

乙方 1 张帆（签字）：

签署日期：【2026】年【1】月【17】日

签署地点：深圳市南山区

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

among

EUROPASOLAR S.À R.L

as the Buyer,

ROLLING WIRELESS (H.K.) LIMITED

as the Seller and a Warrantor,

深圳市锐凌无线技术有限公司
(ROLLING WIRELESS TECHNOLOGY CO., LTD)

深圳市广和通无线股份有限公司
(FIBOCOM WIRELESS, INC.)

as Warrantors

and

ROLLING WIRELESS S.À R.L

ROLLING WIRELESS PTE. LTD.

solely with respect to Section 6.18(b) and Section 9.1(b) hereof

Dated as of July 3, 2024

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THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of July 3, 2024, is entered into by and among EUROPASOLAR S.à r.l, a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "**Buyer**"), Rolling Wireless (H.K.) Limited, a company limited by shares incorporated in Hong Kong (the "**Seller**"), 深圳市广和通无线股份有限公司 (Fibocom Wireless, Inc.), a public company listed on the Shenzhen Stock Exchange with stock code 300638 ("**Fibocom**"), 深圳市锐凌无线技术有限公司 (Rolling Wireless Technology Co., Ltd.), a limited liability company incorporated in China ("**RW Holdco**", together with Fibocom and the Seller, the "**Warrantors**"), Rolling Wireless S.à r.l, a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg ("**RW Lux**"), and Rolling Wireless Pte. Ltd., a limited liability company incorporated in Singapore ("**RW SG**").

Capitalized terms used in this Agreement are defined in Section 1.1.

W I T N E S S E T H

WHEREAS, the Seller and RW Group (as defined below) are engaged in the Business (as defined below), among other businesses;

WHEREAS, RW Lux is a wholly owned Subsidiary of the Seller, which is a wholly owned Subsidiary (as defined below) of RW Holdco, and RW Holdco is a wholly owned Subsidiary of Fibocom; and

WHEREAS, the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, the assets comprising the Business, including the Business operated by RW Lux (as defined below) and its Subsidiaries by way of acquisition of all of the subscribed registered capital of RW Lux (as defined below), and substantially all assets of the Seller, and in connection therewith, the Buyer is willing to assume certain liabilities and obligations of the Seller relating to the Business, in each case, as set forth herein and on the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
INTERPRETATION

1.1 Specific Definitions. As used in this Agreement and the Schedules hereto, the following terms have the following meanings:

"**2020 Acquisition Facility Agreement**" means the $99,000,000 facility agreement entered into by the Seller as borrower and China Merchant Bank Co., Ltd as the lender dated November 5, 2020, together with any amendments and supplements thereof, including the CMB Loan Amendment.

"**2020 Acquisition Loan**" means the loan under the 2020 Acquisition Facility Agreement.

"**Accounts Payable**" means all accounts payable as defined under the PRC GAAP.

"**Accounts Receivable**" means all accounts receivable as defined under the PRC GAAP.

"**Acquisition Proposal**" means any inquiry, proposal or offer from any Person (other than the Buyer or any of its Affiliates) concerning, directly or indirectly, any portion of the Business (other than the sale of Automotive Network Access Devices in the Ordinary Course of Business).

"**Actual Purchase Price**" means the sum of the Closing Cash Consideration and the sum of the actual Earnout Payments made.

"**Adjusted EBITDA**" means, for any period, the earnings before interest (and other costs, fees, charges and expense relating to non-related party debt financing activities), taxes, depreciation, and amortization of the RW Group (only for the purpose of calculating the Adjusted EBITDA with respect to the period from January 1, 2024 to the Closing Date (inclusive), each of the Seller and RW Holdco shall be deemed as a RW Group Member) on a consolidated basis, adjusting, to the extent already taken into account in the calculation of such earnings, by the following (without duplication): (i) excluding gains on sales of Fixed Assets outside of the Ordinary Course of Business and interests income, (ii) adding back non-recurring Transaction Costs and expenses (including the Employee Retention Bonus but netting off the corresponding income of the Employee Retention Bonus and the CMB Loan Expense, if any) incurred by the RW Group in connection with the Closing and purchase accounting adjustments required as a result of the transactions contemplated hereunder, if any, (iii) excluding any earnings resulting from future additional investments, mergers, or acquisitions by the RW Group, and adding back any costs, expenses, to be paid by any RW Group Member or any other fee resulting from any such future additional investments, mergers, or acquisitions by the RW Group, (iv) adding back all legal, accounting, financing, investment banking or other fees and expenses arising out of the Agreement and the consummation of the transactions contemplated thereby for the benefit of the Buyer, (v) excluding non-operational or non-recurring revenue, income or gains, including but not limited to any government grants or subsidies received, and adding back non-operational or non-recurring costs, expenses and other fees, (vi) adding back fees and expenses related to the Temporary Loan (if any), any costs, expenses and penalties arising from any noncompliance with applicable Laws related to Taxes due to the Temporary Loan, and (vii) adding back (1) any expenses and costs arising from any employee option plan and the Cash vested under the Long Term Incentives for such period in excess of (2) the amount of the expenses and costs of the Long Term Incentive for such period calculated as if all incentives are fully vested in the form of Cash, provided that, if the difference between (1) and (2) is a negative amount for any period, item (vii) shall be calculated on accumulative basis in the calculation of the cumulative Adjusted EBITDA for the three (3) fiscal years ending December 31, 2026; in each case, (i) determined on a consolidated basis, and (ii) in accordance with the PRC GAAP and accounting estimates currently applied to the RW Group as of December 31, 2023.

"**Affiliate**" means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, Controls, jointly Controls, is Controlled by, is jointly Controlled by, or is under common Control with such Person.

"**Affiliated Transactions**" means any transactions, dealings, payments made, trades or other forms of business activities based on any orders placed or commitments, agreements or Contracts entered into, or any adjustments, performances or changes thereof, resulting in any payments or incurrence of any Liabilities, among any RW Group Members, the Seller, Fibocom and RW Holdco or any of their respective Affiliates, but excluding those transactions among the RW Group Members.

"**Anti-Money Laundering Laws**" means any Laws that relate to the prohibition of money laundering, anti-bribery, U.S. Foreign Corrupt Practices Act or any other similar applicable Law prohibiting public or commercial bribery or corruption and/or the financing of terrorism or other crimes.

"**Antitrust Law**" means any applicable Law that prohibits, restricts or regulates actions that have the purpose or effect of creating a monopoly, lessening competition or restraining trade or of reviewing, regulating or prohibiting investments by persons or entities on economic or national security grounds.

"**Appointment Letter**" has the meaning set forth in Section 6.19.

"**Arbitrators**" has the meaning set forth in Section 11.13(b).

"**AR Reimbursement**" has the meaning set forth in Section 6.18.

"**Assigned or Novated Contracts**" has the meaning set forth in Section 2.1(e).

"**Assignment and Assumption Agreement**" means one or more instruments of assignment and assumption, as requested by the Buyer, between the Buyer or its designee and the Seller pursuant to which the Seller shall assign to the relevant Buyer or its designees, and the Buyer or its designees shall assume, some or all of the Purchased Assets and the Assumed Liabilities, in substantially the form attached hereto as Exhibit A.

"**Assignments and Releases**" has the meaning set forth in Section 6.15(a).

"**Assumed Liabilities**" has the meaning set forth in Section 2.3 and will be deemed to include the Liabilities assumed by the Buyer in respect of the RW Group solely for the purposes of Section 2.10, Article IV, Article VI and Article VII.

"**Assumed Repayment Obligation to RW HK**" has the meaning set forth in Section 2.3(g).

"**Audited Financial Statements**" has the meaning set forth in Section 4.3.

"**Automotive Business**" has the meaning set forth in Section 6.11(a).

"**Automotive Network Access Devices**" means the automotive cellular wireless modules for data transmission to be used or installed by or for automotive original equipment manufacturers.

"**Bill of Sale**" means one or more bill(s) of sale, as requested by the Buyer, transferring to the relevant Buyer or its designees some or all of the Purchased Assets not transferred pursuant to the Assignment and Assumption Agreement from the Seller in substantially the form attached hereto as Exhibit B.

"**Business**" means the Seller's and the RW Group's worldwide business and operations related to the design, manufacture, supporting, testing, marketing, research and development, supply and sales and after-sale customer service of Automotive Network Access Devices as currently conducted by the Seller and/or RW Group, including but not limited to (i) the design, development, manufacture and testing of Automotive Network Access Devices, including both internal controls and operations for the foregoing and management of third party vendor, manufacturing lines and suppliers with respect to the foregoing; (ii) the design, development, creation and testing of software for Automotive Network Access Devices, including firmware, drivers and software distributed for use with or embedded into such products; (iii) the sales, distribution and marketing of Automotive Network Access Devices; (iv) the support of Automotive Network Access Devices including fulfillment of warranty obligations and customer support; (v) the provisions of professional services related to Automotive Network Access Devices, including custom design support; and (vii) any ancillary activities necessary for the carrying out of any of the above.

"**Business Books and Records"** has the meaning set forth in Section 2.1(o).

"**Business Contract**" means any Contract to which any Warrantors, RW Group or any Affiliate is a party, beneficiary or otherwise bound primarily Related to the Business or primarily relating to any Purchased Assets.

"**Business Day**" means any day other than a Saturday or Sunday or any day on which the banking institutions in China, Hong Kong, or Singapore are required to close.

"**Business Employees**" means all employees of each of the RW Group Members, including the Transferred Employees but excluding the US Consultants and the Fibocom Secondees.

"**Business Intellectual Property**" has the meaning set forth in Section 4.16(b).

"**Buyer**" has the meaning set forth in the preamble to this Agreement.

"Buyer Transaction Costs" has the meaning set forth in Section 11.1(b).

"Buyer's EBITDA Statement" has the meaning set forth in Section 2.5(c)(i).

"**Cash**" means the aggregate amount of all cash and cash equivalents, in each case, calculated in accordance with PRC GAAP.

"**China**" means the People's Republic of China, and for the purposes of this Agreement exclude Hong Kong, Macao and Taiwan regions.

"**Closing**" has the meaning set forth in Section 2.6(a).

"**Closing Accounts Receivable**" means all Accounts Receivable of the Seller that are part of the Purchased Assets, and all Accounts Receivable of the RW Group, in each case, as of the Closing Date.

"**Closing Cash Consideration"** means Closing Purchase Price minus the amount that equals to the RW Holdco Remained Cash, minus the Deposit, being the cash to be kept by the Seller on its bank account after the Closing, subject to adjustment pursuant to the Final Closing Statement.

"**Closing Date**" has the meaning set forth in Section 2.6(a).

"**Closing Date Exchange Rate**" means the fixing rate (i.e., central parity rate) of RMB against Dollars published by the People's Bank of China on its website on the last Business Day immediately prior to the Closing Date, vice versa.

"Closing Purchase Price" means $100,000,000.

"**CMB Loan Amendment**" means an amendment to the 2020 Acquisition Facility Agreement to be executed on or about the date hereof between CMB Lender and the Seller, whereby CMB Lender consents and agrees to the execution and delivery of this Agreement, the consummation of the Transactions contemplated herein, and the release of all of its Liens over the Purchased Assets and the Purchased Shares effective as of the Closing, among others.

"**CMB Loan Expense**" has the meaning set forth in Section 6.18(a).

"**CMB Lender**" means China Merchant Bank Co., Ltd.

"**CMB Repayment Amount**" has the meaning set forth in Section 6.17(a).

"**Consent**" means any consent, approval, authorization, order, filing, registration or qualification of or with any Person.

"**Contract**" means any written or oral loan or credit agreement, indenture, debenture, note, bond, mortgage, lease, license or other written or oral contract, agreement or instrument, including purchase orders.

"**Control**" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of a person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

"**Controlling Person**" has the meaning set forth in Section 6.11(b).

"**Controlling Person Non-Compete Undertaking**" has the meaning set forth in Section 6.11(b).

"**Construction in Progress**" means constructions in progress as defined under the PRC GAAP.

"**Consulting Agreement**" means a consultation agreement to be entered into at the Closing between RW Lux (or another RW Group Member as may be designated by the Buyer) and Fibocom Wireless USA, Inc in substantially the form attached hereto as Exhibit C pursuant to which Fibocom Wireless USA, Inc shall provide to the RW Group certain services to be served by the US Consultants.

"**Consultant Undertaking Letter**" has the meaning set forth in Section 6.6(b).

"**Core Management Member**" means (i) Andreas Kohn, (ii) Cyrille Demousseau, (iii) Wei Xu, (iv) Rafet Lakhdar, (v) Thierry Uguen.

"Core Management Non-Compete Agreement" has the meaning set forth in Section 6.11.

"**Cutoff Date**" means December 31, 2023.

"**De Minimis Loss**" has the meaning set forth in Section 7.4(b).

"**Deposit**" has the meaning set forth in Section 2.11.

"**Disclosure Schedule**" has the meaning set forth in Section 1.3.

"**Disclosure Updates**" has the meaning set forth in Section 1.3.

"**Dispute**" has the meaning set forth in Section 11.13(a).

"**Disputed Item**" has the meaning set forth in Section 2.5(c)(ii).

"**Earnout Payment**" means the sum of the actual earnout payments paid by the Buyer to the Seller after the Closing, calculated based on the Adjusted EBITDA of RW Group, being the sum of the First Earnout Payment, the Second Earnout Payment and the Third Earnout Payment, as applicable, pursuant to Section 2.5.

"**Earnout Purchase Price**" means $50,000,000.

"**Employee Retention Bonus**" means, a total of $2,389,354 to be paid by Fibocom to certain Business Employees, including the Core Management Members and the US Consultants, for the purposes of retaining such personnel as an employee or consultant of the RW Group through and after the Closing, as set forth in the Employee Retention Bonus Schedule.

"**Employee Retention Bonus Schedule**" means the schedule of the Employee Retention Bonus, including the name and title of all employees entitled to Employee Retention Bonus, the relevant RW Group Member employing each of such employees, amount of Employee

Retention Bonus to be paid to each of such employees and the agreed time of payment for such Employee Retention Bonus, as set forth in Schedule 6.6(d).

"Employee Transaction Costs" means, excluding Employee Retention Bonus, such amounts paid, to be paid or committed to be paid by the Warrantors or any of the RW Group Members, whether before or after the date hereof, to any directors, officers, employees or consultants of the Warrantor Group Members or the RW Group Members (including the Business Employees, the Fibocom Secondees and the US Consultants), to the extent and for the purposes of, arising from, or related to, (i) the attempt to retain such personnel as an employee or consultant of the RW Group through and after the Closing (regardless of whether such personnel is engaged by the same or different RW Group Members now or to be formed in the future), whether in the form of an increase in salary, bonus, commission, wage, vacation, vacation pay, allowance, incentive payment, other compensation, or in the form of adjustments or changes to any medical or social insurance status or retirement or pension entitlements (whether or not in the form of cash payment or owed as a Liability), or any reduction of any amounts owed by such personnel to a Warrantor or the RW Group, and (ii) moving or appoint such employee to an entity of the RW Group or the Warrantor Group, whether in the form of any severance payments, retention payments or bonuses any other change-of-control or similar payments payable as a result of or in connection with the Transactions (including the employer portion of any employment, payroll, unemployment or similar Taxes relating to such payments) made, to be made or committed to be made to any directors, officers and employees of the Warrantor Group Members and the RW Group Members (including the Business Employees, Fibocom Secondees and the US Consultants).

"**Environmental Law**" means any federal, state, provincial, local or foreign Law regulating (i) the manufacture, transport, use, treatment, storage, disposal, release or threatened release of Hazardous Substances, or (ii) the protection of the environment (including, natural resources, air, and surface or subsurface land or waters).

"**Equity Securities**" means any share, share capital, capital stock, partnership, membership, joint venture or similar interest in any Person (including any stock appreciation, phantom stock, profit participation or similar rights), and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor.

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Existing Consulting Agreement**" means the consultancy and service agreement dated January 1, 2021 between the Seller and Fibocom.

"**Extended Company Group**" has the meaning set forth in Section 6.11(a).

"**Favalon Non-Compete Undertaking**" has the meaning set forth in Section 6.11(c).

"**Favalon Group**" means (i) Shenzhen Favalon, (ii) 上海广通远驰技术有限公司, a Subsidiary of Shenzhen Favalon in Shanghai, China, (iii) 深圳市广通远驰软件有限公司, a Subsidiary

of Shenzhen Favalon in Guangdong Province, China, (iv) new Subsidiary of Shenzhen Favalon to be set up in China, (v) new Subsidiary of Shenzhen Favalon to be set up in Overseas Market after two (2) years from the Closing, and (vi) new Subsidiary of Shenzhen Favalon to be set up in Overseas Market within two (2) years from the Closing as approved by the Buyer pursuant to Section 6.12(c)(iii).

"**Fibocom**" has the meaning set forth in the preamble.

"**Fibocom Secondees**" means the employees of any RW Group Member who are either primarily dedicated to the business of Fibocom and not necessary for the ongoing operation of the Business, or whose primary work is to provide services to Fibocom, as set forth under Schedule 6.6(c).

"**Final Closing Statement**" has the meaning set forth in Section 2.7(c).

"**Financial Statements**" has the meaning set forth in Section 4.3.

"**First Earnout Payment**" has the meaning set forth in Section 2.5(b)(i).

"Fixed Assets" means fixed assets as defined under the PRC GAAP, including for the avoidance of doubt, all real properties, lease interests, furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, furnishings, supplies, computers, telephones (including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person) and similar property and other tangible property under the PRC GAAP.

"**General Representations**" means all representations or warranties made in this Agreement other than the Warrantor Fundamental Representations, the IP Representations and the Tax Representations.

"**General Survival Date**" has the meaning set forth in Section 7.1.

"**Governing Documents**" means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs.

"**Governmental Authorizations**" means all licenses, permits, consents, certificates, exemptions, registrations, waivers and other authorizations and approvals required to carry on the Business under applicable Laws of any Governmental Entity and for the consummation of the transactions contemplated herein.

"**Governmental Entity**" means any government, court, regulatory or administrative agency, commission or authority or other governmental instrumentality (including any governmental agency, body, branch, bureau, department, official or entity and any court or other tribunal), whether federal, provincial, state, local, domestic, municipal, foreign or multinational, including securities exchanges.

"**Hazardous Substance**" means any material or substance that is: (i) listed, classified or regulated as "hazardous" pursuant to any applicable Environmental Law, or (ii) any petroleum product or by-product, asbestos or polychlorinated biphenyls.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Indebtedness**" of any Person means, without duplication, (i) the unpaid principal of and accrued and under-accrued interest or premium (if any) in respect of (A) indebtedness of such Person for money borrowed, (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable and (C) obligations for the deferred purchase price of property or services; (ii) the principal portion of all leases of such Person required to be capitalized based on PRC GAAP; (iii) obligations of such Person in respect of any letters of credit or bankers' acceptances (solely to the extent drawn); (iv) obligations of such Person arising under any hedging or swap arrangements, and (v) all obligations of the type referred to in clauses (i) through (iv) of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations (whether or not these are off balance sheet).

"**Indemnified Party**" has the meaning set forth in Section 7.5.

"**Indemnifying Party**" has the meaning set forth in Section 7.5.

"**Independent Accounting Firm**" has the meaning set forth in Section 2.5(c)(iii).

"**Insolvent**" means, as of any time of determination, a Person: (i) who is for any reason unable to meet his, her or its obligations as they generally become due or (ii) who has ceased paying his, her or its current obligations in the Ordinary Course of Business as they generally become due; or (iii) the aggregate of whose properties and assets (whether tangible or intangible) are not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all of his, her or its Indebtedness.

"**Intellectual Property**" means all trademarks, service marks, business names, trade names, domain names, copyrights, patents, industrial designs and similar rights and any and all forms of other intellectual property rights throughout the world, including registrations and applications to register or renew the registration of any of the foregoing.

"**Interest Receivables**" means all receivable as defined under the PRC GAAP.

"**Intragroup Accounts Statement**" has the meaning set forth in Section 4.23(a).

"**Intragroup Indebtedness Clearance Transactions**" has the meaning set forth in Section 6.16.

"**Interim CMB Repayment Amount**" has the meaning set forth in Section 6.17(b).

"**Interim Period Financial Statements**" has the meaning set forth in Section 4.3.

"**Inventory**" means all inventory defined under the PRC GAAP, including all raw materials, work-in-progress and finished goods (of every kind and nature and wheresoever located, including all of the foregoing that is in transit, on rent or consignment, being repaired by third parties or being warehoused), including inventories of spare, service and repair parts, supplies,

tooling and molds used to manufacture Automotive Network Access Devices, and components held for sale or use, together with packaging materials for Automotive Network Access Devices.

"**IP License Agreements**" means all agreements under which: (i) any of the Warrantor Group Members, or any RW Group Members uses or has been granted any license or other rights (including rights granted on a service basis) under any Intellectual Property owned by any other Person Related to the Business, including the license agreement among the Seller and the Sierra Wireless Group dated November 18, 2020; and (ii) any of the Warrantor Group Members, or any RW Group Members has granted to any other Person any license or other rights under any Business Intellectual Property (other than non-exclusive licenses granted by any of the Warrantor Group Members, or any RW Group Members in the Ordinary Course of Business in connection with the sale, lease or transfer of finished products or services to customers on standard terms and conditions).

"**IP Representations**" means the representations and warranties contained in Section 4.16.

"**Key Customers**" means the key customers of the RW Group as listed in Schedule 1.1-K.

"**Key Suppliers**" means the key suppliers or service providers of the RW Group as listed in Schedule 1.1-K.

"**Knowledge of the Warrantors**" means the actual knowledge of the Controlling Person, Shijiang CHEN (the secretary of the board of Fibocom) and Hongyan WANG (the chief financial officer of Fibocom) after due inquiry and investigation.

"**Law**" means any law, statute, code, rule, regulation, ordinance or Order of a Governmental Entity.

"**Leakage**" has the meaning set forth in Section 2.8(b).

"**Leakage Amount**" has the meaning set forth in Section 2.8(a).

"**Leased Real Property**" has the meaning set forth in Section 4.15(b).

"**Leases**" has the meaning set forth in Section 4.15(b).

"**Legal Proceeding**" means any judicial, administrative or arbitral, actions, suits, claims, proceedings, investigations (public or private), by or before a Governmental Entity or private arbitrator.

"**Liability**" or "**Liabilities**" means any direct or indirect Indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation, liability, or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured.

"**Licensed Intellectual Property**" has the meaning set forth in Section 4.16(a).

"**Licensed Remainder IP**" has the meaning set forth in Section 6.5(a).

"**Lien**" means any mortgage, pledge, deed of trust, hypothecation, security interest, encumbrance, charge in the nature of a lien or a security interest, lease, sublease, title retention agreement, option, easement, right of way, declared encroachment or other similar adverse claim.

"**Long-term Deferred Assets**" means all long-term deferred assets as defined under the PRC GAAP.

"**Long Term Incentives**" means the long-term incentives currently in effect and to be granted by RW Group to its employees, which incentives are contingent upon achievement of defined performance objectives over three-year period, which is expressed as a percentage of the relevant employee's annual base salary.

"**Losses**" means all losses (whether in the form of payments in cash or in kind, or by way of offsets, discounts, deductions or otherwise), damages, penalties, fines, forfeitures, claims, demands, suits, actions or causes of action, and costs and expenses incidental thereto (including costs of defense, settlement, and all reasonable attorney's or expert's fees and costs), any Liabilities owed as a result thereof, and any such Losses resulting from potential or threatened claims or demands.

"**Material Adverse Effect**" means any event, occurrence, development, condition, circumstance, state of facts, change or effect that individually or in the aggregate, has or could reasonably be expected to have a materially adverse effect on (a) the Business, prospects, operations, assets or liabilities, employee relationships, customer or supplier relationships, results of operations, or condition (financial or otherwise) of the Warrantors (other than Fibocom) and any RW Group Member, taken as a whole, or (b) the ability of each of the Warrantors to perform their obligations under this Agreement or to consummate the transactions contemplated hereby, in each case, other than any change or effect that results in, arise out of, attributable to or relates to, either alone or in combination, directly or indirectly, (i) changes in general automotive, cellular or technology industries in which the Business operates, or (ii) earthquakes, hurricanes, tornadoes, floods, epidemics/pandemics or other natural disasters, including any changes or effects resulting from the novel coronavirus disease 2019 (known as COVID-19) or any force majeure events; provided that, with respect to clauses (i) and (ii) of this definition, any change or effect shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur if it disproportionately adversely affects the Business, the RW Group and the Warrantors (other than Fibocom) or any RW Group Member, taken as a whole, compared to other companies, businesses or ventures of similar size operating in the industries in which the Business and the Seller, RW Holdco and each RW Group Member operate.

"**Material Contracts**" has the meaning set forth in Section 4.18.

"**Maximum Tax Cap**" has the meaning set forth in Section 4.9(j).

"**Moral Rights**" means moral rights in any works of authorship, including the right to the integrity of the work, the right to be associated with the work as its author by name or under pseudonym and the right to remain anonymous.

"**New Business Contracts**" has the meaning set forth in Section 6.15(a).

"**New Contract**" has the meaning set forth in Section 6.15(a).

"**Non-Assignable Assets**" has the meaning set forth in Section 2.10.

"**Non-Contractual IP Claims**" means any claim, demand or any potential or threatened claim or demand by any Person, arising out of, resulting from or relating to any Intellectual Property Related to the Business used by the Seller or the RW Group or any of their respective Affiliates or parties to which it is a successor or assign, including any claims of infringement of any Intellectual Property, but excluding any Losses incurred relating to any Intellectual Property raised by a Person based on an Intellectual Property license agreement that the Seller or a RW Group Member entered into with such Person, and an Intellectual Property license agreement that any Warrantor (other than the Seller) entered into with such Person to the extent such Intellectual Property is for the benefit of the RW Group.

"**Non-Disclosable Information"** means all information of or that relates to: (i) the Business, including those obtained or received, or otherwise kept for legal reasons, by the Warrantors prior to or after the Closing; (ii) the subject matter or the provisions of this Agreement and of any other Related Document; (iii) the negotiations relating to this Agreement and any other Related Document; or (iv) a Party or any of its Affiliates or connected persons from time to time.

"**Non-Operational Indebtedness**" means, in connection with any Affiliated Transactions, all Indebtedness excluding only Account Receivables and Account Payables arising directly from the purchase or sale of any Automotive Network Access Devices or any raw materials, components or parts thereof in the Ordinary Course of Business. For the avoidance of doubt, Non-Operational Indebtedness shall include any Indebtedness owed for the sales rebate, refunds, credit notes or other forms of incentives, credits or entitlements granted by customers or suppliers to one Person but should be shared with another Person or to which another Person is entitled.

"**Notice of Disagreement**" has the meaning set forth in Section 2.7(c).

"**Objections Statement**" has the meaning set forth in Section 2.5(b)(ii).

"**Omitted Asset**" has the meaning set forth in Section 2.10(b)

"**Omitted Liability**" has the meaning set forth in Section 2.10(b).

"**Open Source Software**" means any software that is licensed under: (i) terms that: (A) require computer code to be generally: (1) disclosed or distributed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge; (B) require that the software source code be public domain; or (C) require the Warrantors (other than Fibocom) to give attribution for the use of such source code; or (ii) any licenses identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) or any other licenses that substantially conforms to the Open Source Definition (www.opensource.org/osd).

"**Other Intellectual Property**" means Intellectual Property that is not included in the definition of Registered Intellectual Property, including but not limited to all trade secrets, know how, technologies, techniques, protocols, methods, methodologies, designs, drawings, plans, specifications, ideas, research and development, manufacturing and other processes, and confidential and other non-public information (including technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), together with the right to register, prosecute, maintain or record any of such Other Intellectual Property with any Governmental Entity and the right to all future income, royalties, damages and payments due with respect to such Other Intellectual Property, including without limitation rights to damages and payments for future infringements or misappropriations thereof, as well as all goodwill associated with such Other Intellectual Property.

"**Other Payables**" means all other payables as defined under the PRC GAAP.

"**Other Receivables**" means all other receivables as defined under the PRC GAAP.

"**Order**" means any order, injunction, judgment, decree, ruling, writ or assessment of a Governmental Entity of competent jurisdiction.

"**Ordinary Course of Business**" means the ordinary course of business, consistent with past practice.

"**Outside Date**" means the date that is three (3) months following the date of this Agreement, provided that if such date is not a Business Day, the Outside Date shall be the next succeeding Business Day.

"**Overseas Customers**" has the meaning set forth in Section 6.12(c).

"**Overseas Markets**" means all markets outside of China.

"**Party**" means a party to this Agreement and collectively referred to as the "**Parties**".

"**Payments**" means all payments as defined under the PRC GAAP, and shall include, but not be limited to, any transfer of funds or other assets, settlement of obligations, disbursements, cash payments, wire transfers, checks, promissory notes, and any other means of financial settlement, as well as non-monetary transactions where applicable.

"**Permits**" has the meaning set forth in Section 4.14.

"**Permitted Leakage**" has the meaning set forth in Section 2.8(c).

"**Permitted Liens**" means (i) Liens set forth in Schedule 1.1-P, (ii) Liens reflected or reserved against in the Financial Statements, (iii) statutory Liens for Taxes and assessments not yet due and payable or for any such amounts which are being contested in good faith, (iv) Liens of carriers, warehousemen, mechanics and materialmen and other similar statutory Liens incurred in the Ordinary Course of Business that are not overdue and are immaterial, (v) minor easements, rights of way and zoning ordinances and other similar encumbrances affecting the Purchased

Assets, that do not, individually or in the aggregate, materially adversely affect the value of or the use of such Purchased Assets for their current and anticipated purposes, and (vi) Liens held by any lessor on any real or personal property included in the Purchased Assets that is leased or subleased. For the avoidance of doubt, any Liens related to any Indebtedness are deemed not to be Permitted Liens.

"**Person**" means any natural person, firm, partnership, association, corporation, limited liability company, trust, business trust, Governmental Entity or unincorporated organization.

"**PRC GAAP**" means the generally accepted accounting principles in China, including all applicable laws, regulations, and standards issued by the Ministry of Finance of China, as may be amended from time to time.

"**Pre-Closing Period**" means the period starting from the Cutoff Date (excluded) until the Closing Date (included).

"**Pre-Closing Straddle Period**" means the portion of a Straddle Period ending on the Closing Date.

"**Pre-Closing Transaction Taxes**" means all Taxes incurred by the Warrantor Group and the RW Group, and adverse tax Liabilities or impacts on them, in each case, resulting from the transactions or activities among the Warrantor Group and/or the RW Group as a result of the transactions contemplated under this Agreement and the Related Documents before the Closing, including any Intragroup Indebtedness Clearance Transactions, all of which shall form part of the Sellers Transaction Costs.

"**Pre-Closing Tax Period**" means a taxation year or other fiscal period that ends on or before Closing.

"**Preliminary Closing Statement**" has the meaning set forth in Section 2.7(a);

"**Prepayments**" means prepaid expenses made for goods or services to be received in the future, whether or not the benefit of such payments extends or the normal operating cycle of the business, credits, advances, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, fees and similar amounts preliminarily Related to the Business, including but not limited to prepaid rent, prepaid insurance, and other similar prepaid items.

"**Privacy Law**" has the meaning set forth in Section 4.17.

"**Product Liability Claims**" means any claim, demand or any potential or threatened claim or demand by any Person, arising out of, resulting from or relating to the quality, design, condition or specification of any Automotive Network Access Devices, sold or distributed by the Seller or the RW Group or any of their respective Affiliates or parties to which it is a successor or assign, or services provided in relation thereto, including any claims of defect in the design or manufacturing of any Automotive Network Access Devices, or any failure to comply of

any applicable Laws or required Permits with respect to such products or services, and any voluntary or involuntary recalls or withdrawals of any Automotive Network Access Devices.

"**Product Warranties**" has the meaning set forth in Section 4.22(a).

"**Purchased Assets**" has the meaning set forth in Section 2.1 and will be deemed to include the assets, properties and rights conveyed to the Buyer solely for the purposes of Sections 2.10, Article IV, Article VI and Article VII.

"**Purchased Shares**" has the meaning set forth in Section 2.1(a).

"**Receipts in Advance**" means all receipts in advance as defined under the PRC GAAP.

"**Recovered AR**" has the meaning set forth in Section 6.18.

"**Registered Intellectual Property**" means all registrations and applications for registration of the Intellectual Property that is owned or purported to be owned by the Warrantors (other than Fibocom) or any RW Group Member and that is used or held for use in the conduct of the Business as currently conducted, included as pending, issued, filed, registered or otherwise recorded with any office of public record where such registration is necessary to be preserved by such entities' rights thereto.

"**Regulatory Approvals**" means all filings, consents, waivers, approvals or expiration or termination of time periods under any Antitrust Laws necessary to consummate the Transactions set forth on Schedule 1.1-R.

"**Related Documents**" means this Agreement, the Assumption Agreement, the Bill of Sale, the Tax Indemnity Deed, Consulting Agreement, Consultant Undertaking Letters, Core Management Non-Compete Agreements, the Transition Services Agreement, Resignation Letters, Appointment Letters, Assignments and Releases, Warrantors Group Undertakings, and each other agreement, document, certificate or instrument delivered pursuant to, or in connection with, this Agreement.

"**Related Persons**" means, with respect to any Person, its officers, directors, managers or employees.

"**Related to the Business**" means primarily used in, arising from or otherwise related to the Business, whether directly or indirectly, provided that in respect of any Contracts or Intellectual Property, such term shall exclude any such Contracts or Intellectual Property that are primarily used in, arising from or otherwise related to the business of the Fibocom or its Affiliates (other than RW Holdco, the Seller and RW Group).

"**Remainder IPs**" means all Registered Intellectual Property and Other Intellectual Property already in use in and necessary for the designing or manufacturing of, or embedded in, such types of the Automotive Network Access Devices as currently manufactured and sold by the RW Group as of the Closing, or otherwise applied in the Business of the RW Group as currently conducted as of the Closing, that are (i) part of the Purchased Assets, but are not transferred to the

Buyer, (ii) licensed by any third party to the Seller but are not otherwise sublicensed or assigned to any RW Group Member, or (iii) owned by Fibocom or RW Holdco or licensed or sublicensed to Fibocom or RW Holdco by any third party, but are not licensed or sublicensed to any RW Group Member, as of the date hereof.

"**Repayment and Interests Schedule**" means the detailed payment schedule for the Interim CMB Repayment Amounts and the Assumed Repayment Obligation to RW HK setting forth each principal repayments and implied interests payments, covering the period from the Cutoff Date to the last repayment date of, as set forth in Schedule 6.18(a) hereof.

"**Replicated Contracts**" has the meaning set forth in Section 6.15(a).

"**Representatives**" means, as to any Person, such Person's Affiliates and any of such Person's or such Affiliates' respective officers, directors, employees, advisors, consultants, agents or representatives.

"**Resignation Letter**" has the meaning set forth in Section 6.19.

"**Retained Business**" means all businesses and other activities conducted by Fibocom and its Affiliates (excluding the Seller, RW Holdco and RW Group Members) that are not Related to the Business.

"**RMB**" shall mean the lawful currency of China.

"**Rules**" has the meaning set forth in Section 11.13(a).

"**RW France**" means Rolling Wireless France SAS, a société par actions simplifiée unipersonnelle organized and existing under the laws of France.

"**RW Germany**" means Rolling Wireless Germany GmbH, a limited liability company incorporated in Germany.

"**RW Group**" means RW Lux and its indirectly and directly held Subsidiaries, including RW Hungary, RW France, RW Germany, RW Japan, RW Korea, RW SG, RW SZ Tech, and RW HK Tech (each a "**RW Group Member**").

"**RW HK Tech**" means Rolling Wireless Technology (H.K.) Limited, a company limited by shares and incorporated in Hong Kong.

"**RW HK Pre-Closing Straddle Taxes**" has the meaning set forth in Section 2.3(e).

"**RW Holdco**" has the meaning set forth in the preamble to this Agreement.

"**RW Holdco Remained Cash**" means all Cash held in RW Holdco's bank accounts as of 12:01AM of the Closing Date, which is estimated to be RMB 26,851,042.84 or its equivalent in Dollars calculated based on Closing Date Exchange Rate.

"**RW Hungary**" means Rolling Wireless Hungary Korlátolt Felelősségű Társaság, a limited liability company incorporated in Hungary.

"**RW Japan**" means Rolling Wireless (J.P.) Limited, a corporation incorporated in Japan.

"**RW Korea**" means Rolling Wireless (K.R.) Limited, a limited company incorporated in Korea.

"**RW Lux**" has the meaning set forth in the preamble.

"**RW SG**" means Rolling Wireless PTE. Ltd., a corporation incorporated in Singapore.

"**RW SZ Tech**" means 锐凌无线通讯科技（深圳）有限公司 (Rolling Wireless Communication Technology (Shenzhen) Co., Ltd.), a limited liability company incorporated in China.

"**RW US Entity**" has the meaning set forth in Section 6.6(b).

"**Sanctioned Person**" means (i) a Person who is on the U.S. Office of Foreign Assets (OFAC) Control List of Specially Designated Nationals and Blocked Persons or any other list of Persons who are the subject of Sanctions; (ii) any legal entity that is, directly or indirectly, 50%-or-more owned by one or more Persons identified in the foregoing clause (i); (iii) the government of Crimea, Cuba, Iran, North Korea, or Syria, any Person who is a national or resident thereof or domiciled or headquartered therein, or any legal entity that is organized under the Laws of such jurisdiction; (iv) a Person on the U.S. Bureau of Industry and Security Denied Persons List, Entity List or Unverified List; or (v) a Person acting or purporting to act, directly or indirectly, on behalf of, or a legal entity owned or controlled by, any of the Persons identified in any of the foregoing clauses (i), (ii), (iii) or (iv).

"**Sanctions**" means (i) legal requirements administered by OFAC; (ii) financial, trade or economic sanctions administered by any other agency of the U.S. government; or (iii) any other applicable financial, trade or economic sanctions.

"**Schedule**" or "**Schedules**" refer, as applicable, to Schedules to this Agreement and the Disclosure Schedule, dated as of the date hereof, delivered by the Seller to the Buyer.

"**Second Earnout Payment**" has the meaning set forth in Section 2.5(b)(ii).

"**Seller**" has the meaning set forth in the preamble.

"**Seller Benefit Plans**" has the meaning set forth in Section 4.12(a).

"Sellers Transaction Costs" has the meaning set forth in Section 11.1(a).

"**Shared Contracts**" means all contracts which are both (i) Related to the Business or any business and any operations of the RW Group, and (ii) related to the business of Fibocom,

including but not limited to the supplier contracts under which Fibocom and RW Group are sharing the supply or service provided by the same supplier.

"**Shenzhen Favalon**" means 深圳市广通远驰科技有限公司 (Shenzhen Favalon Technology Co., Ltd.), an affiliate of Fibocom incorporated in China.

"**SIAC**" has the meaning set forth in Section 11.13(a).

"**Sierra Wireless Group**" means Sierra Wireless, Inc., a Canadian corporation, and its Affiliates, being the sellers in the Sierra Wireless Transaction.

"**Sierra Wireless Transaction**" means the transactions contemplated by the master asset purchase agreement dated July 23, 2020 among the Seller as the buyer and Sierra Wireless Group as the sellers.

"**SoC**" means integrated circuits used on vehicles that combine various functional units, including operating system, processor, memory, interfaces, sensors, communication capabilities and other functional units to perform complex tasks.

"**Straddle Period**" means the taxation year or fiscal period that includes, but does not end, on the Closing Date.

"**Stub Period Returns**" has the meaning set forth in Section 9.1(a)(i).

"**Subsidiary**" means, with respect to any Person (the "**Parent**"), any other Person (other than a natural person), whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions, is directly or indirectly owned or controlled by the Parent or by one or more of its respective Subsidiaries or by the Parent and any one or more of its respective Subsidiaries.

"**Support and Maintenance Services**" has the meaning set forth in Section 4.16(l).

"**Tax**" means (i) any federal, state, provincial, local or foreign income, alternative minimum, personal holding company, franchise, profits, windfall profits, gross receipts, sales, goods and services, harmonized sales, use, value added, transfer, intangible, recordation, documentary, registration, stamp, excise, customs duties, severance, real property, personal property, ad valorem, license, employment, payroll, social security, unemployment, workers' compensation, withholding, estimated or other similar tax, assessment or other governmental charge, and any government pension plan premiums or contributions; (ii) any interest, penalties or additions to Tax imposed by any Taxing Authority in connection with any item described in clause (i); and (iii) any liability in respect of any items described in clauses (i) and/or (ii) payable by reason of Contract, assumption, transferee liability, operation of law, arising as a result of being (or ceasing to be) a member of any affiliated, combined, consolidated or unitary group (or being included (or required to be included) in any Tax Return relating thereto) or otherwise.

"**Tax Indemnity Deed**" means the deed to be entered into as of the date hereof between the Seller, Buyer, RW Lux and RW SG, pursuant to which, among others, the Buyer, RW

Lux or RW SG shall indemnify the Seller for certain Taxes pursuant to the terms under this Agreement, in substantially the form attached hereto as Exhibit D.

"**Tax Representations**" means the representations and warranties contained in Section 4.9.

"**Tax Return**" means any return, report, declaration, form, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Taxing Authority**" means any Governmental Entity responsible for the administration of any Tax.

"**Third-Party Claim**" has the meaning set forth in Section 7.5.

"**Third Earnout Payment**" has the meaning set forth in Section 2.5(b)(v).

"**Threatened**" when used in relation to a Legal Proceeding or other matter, means that a demand or statement (oral or written) has been made or a notice (oral or written) has been given that a Legal Proceeding or other matter may be asserted, commenced, taken or otherwise pursued in the future or that an event has occurred or circumstances exist that would lead a reasonable Person to conclude that a Legal Proceeding or other matter is likely to be asserted, commenced, taken or otherwise pursued in the future.

"**Total Earnout Amount**" has the meaning set forth in Section 2.5(b)(iv).

"**Total Purchase Price**" means $150,000,000, being the sum of the Closing Purchase Price and the Earnout Purchase Price.

"**Transaction Costs**" means the sum of the Buyer Transaction Costs and the Sellers Transaction Costs.

"**Transactions**" means the transactions contemplated by this Agreement and the Related Documents.

"**Transferred Employee**" means the employee of any Warrantor Group Member who is either primarily dedicated to the Business or necessary for the ongoing operation of the Business, or whose primary work is to provide services in relation to the operation of the Business, as set forth under Schedule 6.6(a).

"**Transition Services Agreement**" means the Transition Services Agreement between Buyer and the Warrantors in substantially the form attached hereto as Exhibit E.

"US Consultants" means Dan Schieler, Bill Dodson and Gene Santana.

"**US Subsidiary**" has the meaning set forth in Section 6.5(b).

"**Warrantor Fundamental Representations**" means Sections 3.1 (Organization, Qualification, Authorization), 3.2(a) (Conflicts), 3.4 (Solvency), 4.1(a) (Title to Purchased Assets), 4.2(a) and 4.2(b) (Organization, Authorization) and 4.24 (Brokers and Finders).

"Warrantor Group" means the Seller, RW Holdco, Fibocom and their Affiliates, but excluding the RW Group Members (each a **"Warrantor Group Member"**).

"**Warrantors Group Undertakings**" means the Controlling Person Non-Compete Undertaking and the Favalon Non-Compete Undertaking.

1.2 Other Definitional Provisions, Priority.

(a) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) Terms defined in the singular in this Agreement have the same meaning in this Agreement when used in the plural, and vice versa.

(c) The term "$" or "Dollars" when used in this Agreement means United States Dollars, unless otherwise specified.

(d) Wherever the word "include", "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation".

(e) Any reference to time in this agreement, unless otherwise specified, shall be in the AM/PM format and taken to mean such time in China.

(f) Words or abbreviations that have well known technical industry or trade meanings are used in accordance with their recognized meanings.

(g) Any reference in this Agreement to the masculine, feminine or neuter gender shall include each other gender.

(h) References to "Sections" and "Exhibits" refer to Sections of, and Exhibits to, this Agreement, unless otherwise specified. All Schedules and Exhibits annexed hereto or referred to herein are incorporated in and made a part of this Agreement as if set forth in full herein.

(i) To the extent there is any conflict or inconsistency between this Agreement and any Related Document, this Agreement shall govern, unless such Related Document expressly refers to the provisions in this Agreement over which it prevails.

1.3 Disclosure Schedule. On or prior to the date of this Agreement, the Warrantors will have delivered to the Buyer a disclosure schedule (the "**Disclosure Schedule**") arranged in sections and subsections corresponding to the representations and warranties of the Warrantors that are set out in the corresponding sections and subsections of Article III and Article IV. When so delivered, the Disclosure Schedule will be incorporated herein by reference and be

deemed to be part of this Agreement. Unless otherwise specified in this Agreement, the disclosures in the Disclosure Schedule will solely be a disclosure against the representations and warranties of the Warrantors in corresponding sections and subsections of Article III and Article IV for which it is disclosed and each other section or subsection for which it is reasonably apparent on its face that such disclosure applies. The Warrantors may, after consultation with the Buyer, amend Sections 4.10, 4.13(a) and 4.18(a) of the Disclosure Schedule ("**Disclosure Updates**") that are necessary to correct any representation or warranty that has become inaccurate or incomplete solely due to a fact, event or circumstance that arises after the date hereof in the Ordinary Course of Business or as agreed in writing in advance by the Buyer and which, if existing or occurring on or prior to the date hereof, would have been required to be set forth or described in such Disclosure Schedule. If the Disclosure Updates would not result in the failure of the conditions set forth in Section 8.2(a) then the Sections of the Disclosure Schedule as amended by such Disclosure Updates shall be deemed to have qualified the applicable representations and warranties contained in this Agreement and to have cured any inaccuracy in or breach of any representation or warranty that otherwise might have existed hereunder.

ARTICLE II
SALE AND PURCHASE

2.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement and as set forth herein, at the Closing, the Seller shall, or cause its Affiliates to, sell, assign, transfer, convey and deliver to the Buyer (or its designated Affiliate(s)), free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer), all of the Seller's right, title and interest in and to, and the Buyer shall (or shall cause its Affiliates to) acquire, purchase, accept and pay for, all of the Seller's right, title and interest in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located, whether now existing or hereafter acquired and to the extent Related to the Business, as applicable, as of and to the extent in existence on the Closing Date, including without limiting the generality of the foregoing, the following (collectively, the "**Purchased Assets**"), excluding the Excluded Assets:

(a) all of the issued and outstanding shares of RW Lux free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer) (the "**Purchased Shares**");

(b) all of the Seller's Cash (except for the Actual Purchase Price to be paid by the Buyer pursuant to this Agreement at the Closing);

(c) all of the Seller's current and non-current assets as defined under PRC GAAP and of the kind specifically reflected on the balance sheet under the standalone Financial Statements of the Seller, including but not limited to all Accounts Receivable, Interest Receivables, Inventory, Prepayments, Fixed Assets, (including the equipment set forth in Schedule 2.1(c)), Construction in Progress, Other Receivables, and Long-term Deferred Asset, whether or not expected to be converted into Cash, sold, or consumed, including but not limited to other accounts receivable, prepayments and interests, short-term investments and other assets, together with all rights, interests, entitlements, claims and benefits thereunder, including:

(i) all amounts owed to the Seller by any of the Warrantor Group Members (other than the Seller), except for those Non-Operational Indebtedness which shall be nil ($0) at the Closing upon completion of the Intragroup Indebtedness Clearance Transaction;

(ii) all amounts owed to the Seller by the RW Group Members, which is estimated to be $43,442,600 at the Closing upon completion of the Intragroup Indebtedness Clearance Transactions (the "**Purchased Seller AR From RW**");

(d) all Contracts Related to the Business to which the Seller is a party, beneficiary or otherwise bound, including (i) all Contracts set forth on Schedule 2.1(d), (ii) open purchase orders for Automotive Network Access Devices as of the Closing Date, and (iii) such other Contracts Related to the Business, but excluding Shared Contracts (collectively, the "**Assigned or Novated Contracts**"), together with all rights, interests, entitlements, claims and benefits thereunder;

(e) all personnel files (including all human resources records and other records and agreements), and other documents related to employee work authorization and immigration Law compliance, in each case that are related to the Transferred Employees, to the extent such transfer of personnel files and documents is permitted by applicable Law, provided that the copies of such files, documents and information stored in such computer programs and software shall be retained by the Seller;

(f) all Registered Intellectual Property and all Other Intellectual Property of the Seller that are Related to the Business, including all transferrable Remainder IPs of the Seller not used by the Seller after the Closing;

(g) all interest in or right to any Tax refunds or credits of the Seller whether actual or contingent, to be paid now or in the future, related to Hong Kong profit Taxes from any Taxing Authority in Hong Kong with respect to the Business, the Purchased Assets or the Assumed Liabilities of the Seller, in each case, with respect to the fiscal years ending December 31, 2020, 2021, 2022 and 2023 and with respect to any Pre-Closing Straddle Periods;

(h) all computer programs and software (including interpretive code or source code, object code, systems, tools, data and databases, firmware and related documentation) of the Seller to the extent Related to the Business, provided that the copies of such data, files, documents and information stored in such computer programs and software shall be retained by the Seller;

(i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set off, rights of recoupment, deposits, charges, sums and fees to the extent Related to the Business of the Seller;

(j) all rights under warranties, indemnities, return privileges, guaranties, and all similar rights of the Seller against third parties, to the extent Related to the Business, the Assumed Liabilities or the Purchased Assets;

(k) all rights to claims, demands, lawsuits and judgments and similar rights with respect to the ownership, use or value of any Purchased Asset of the Seller;

(l) any telephone, fax numbers, domain name, username, email address Related to the Business (to the extent permitted by the relevant third-party service provider) of the Seller;

(m) all originals, or where not available, all copies, held by the Seller and RW Holdco of (i) Assigned or Novated Contracts, and (ii) data, documents, ledgers, databases, books, records, business plans, records of sales, customer and supplier lists, files Related to the Business, including, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer purchasing histories, price lists, distribution lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Entity), sales material and records (including pricing history, total sales, conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material, literature and research and files relating to the Intellectual Property, in each case to the extent Related to the Business ("**Business Books and Records**"), provided that the copies of such data, files, documents and information stored in such computer programs and software shall be retained by the Seller, but Buyer shall be granted full access and authority pursuant to Section 2.6(b)(viii), and only those documents as listed in Schedule 2.6(b)(viii) shall be delivered pursuant to 2.6(b)(viii);

(n) all presently existing insurance of the Seller covering the Business and the Purchased Assets, and the corresponding proceeds generated, and all insurance proceeds under the insurance policies of the Seller on account of the damage or destruction between the date of this Agreement and the Closing Date of any assets or properties that would have been included in the Purchased Assets, in each case solely to the extent (i) such insurance and proceeds are transferrable and assignable under the applicable laws, and (ii) such insurance proceeds have not already been used by the Seller and RW Holdco to mitigate such damage or destruction in accordance with the terms of this Agreement; and

(o) to the extent not already listed above in this Section 2.1, all intangible rights and assets of the Seller Related to the Business or related specifically to the Purchased Assets, including those that are reflected in the standalone Financial Statements of the Seller .

2.2 Excluded Assets. Notwithstanding anything contained in Section 2.1 to the contrary, except as contemplated in Section 6.14, the Buyer is not purchasing any, and the Seller is not selling any of the following assets (the "**Excluded Assets**"):

(a) this Agreement or any Related Document;

(b) the Seller's corporate books and records of internal corporate proceedings, Tax records, work papers and books and records that are required by Law to be retained by the Seller;

(c) all of the Seller's bank accounts;

(d) all the deferred Taxes of the Seller; and

(e) the financial value of the customer relationship of the Seller recorded as intangible assets reflected in the standalone Financial Statements with respect to the Seller, provided that, the Intellectual Property related to the customer relationship of the Seller shall be Purchased Assets.

2.3 Assumed Liabilities. In connection with the purchase and sale of the Purchased Assets pursuant to this Agreement, at the Closing, the Buyer shall assume and agree to, or shall cause its designated Affiliates to assume and agree to pay, discharge, perform or otherwise satisfy all of Liabilities of the Seller, including but not limited to the below, excluding any Excluded Liabilities (as defined below) (the "**Assumed Liabilities**"):

(a) all of the Seller's current and non-current liabilities as defined under PRC GAAP and of the kind specifically reserved for or reflected on the balance sheet under the Financial Statements, including but not limited to all Accounts Payable, Receipts in Advance, Contract Liabilities, Other Payables, Accrued Liabilities and all such Liabilities incurred in the Ordinary Course of Business and Related to the Business (but excluding any Excluded Liabilities), including:

(i) all amounts owed to any of the Warrantor Group Members (other than the Seller) by the Seller, except for those Non-Operational Indebtedness which shall be nil ($0) at the Closing upon completion of the Intragroup Indebtedness Clearance Transaction;

(ii) all amounts owed to any of the RW Group Members by the Seller, except for those Non-Operational Indebtedness which shall be nil ($0) at the Closing upon completion of the Intragroup Indebtedness Clearance Transaction;

(b) all Liabilities of the Seller under the Assigned or Novated Contracts to the extent Related to the Business;

(c) all Liabilities of the Seller arising after the Closing with respect to the Purchased Assets and Related to the Business, unless otherwise specified herein;

(d) all economic Liabilities for Hong Kong profit Taxes and withholding Taxes paid, payable, or to be paid, by the Seller to the competent Taxing Authority in Hong Kong (i) with respect to (A) the fiscal years ended December 31, 2022 and December 31, 2023 in the case of Hong Kong profit Taxes, and (B) the fiscal years ended December 31, 2020, 2021, 2022 and 2023 in the case of withholding Taxes (all economic Liabilities for Hong Kong profit Taxes and withholding Taxes paid, payable, or to be paid, by the Seller under this sub-section (i) collectively hereinafter referred to as the "**RW HK Unpaid Taxes**"), details of which are set forth in Schedule 2.3(d), and (ii) with respect to the Pre-Closing Straddle Periods (all economic Liabilities for Hong Kong profit Taxes and withholding Taxes paid, payable, or to be paid, by the Seller under this sub-section (ii) hereinafter referred to as the "**RW HK Pre-Closing Straddle Taxes**"), which Liabilities shall be owed exclusively to the Seller after the Closing and to be paid in the manner and pursuant to the terms of this Agreement and the Tax Indemnity Deed,

provided that, the maximum Liabilities with respect for each such tax years and with respect to each such tax categories and counterparties as identified in Schedule 2.3(d) relating to the RW HK Unpaid Taxes to be assumed by the Buyer shall not exceed their respective Maximum Tax Cap as set forth in Schedule 2.3(d);

(e) all Liabilities arising out of, resulting from or relating to any Product Liability Claims and Non-Contractual IP Claims;

(f) all Liabilities to the extent arising from the operation or conduct of the Business by RW Group after the Closing; and

(g) the economic Liabilities underlying the 2020 Acquisition Loan under the 2020 Acquisition Facility Agreement to the extent included in the Repayment and Interests Schedule and with respect to such principal and implied interests repayable on those days after the Closing Date as set forth in Schedule 6.18(a) (the "**Assumed Repayment Obligation to RW HK**"), which Liabilities shall be owed exclusively to the Seller by the Buyer, RW Rux and RW SG after the Closing and to be paid in the manner and pursuant to the repayment schedule set forth in the Repayment and Interests Schedule, *provided that*, the 2020 Acquisition Facility Agreement shall not be assigned or deemed to be assigned by the Seller to the Buyer or any RW Group Members.

The assumption of, and agreement by the Buyer to pay, perform, and discharge, as and when due, the Assumed Liabilities will not prohibit the Buyer from contesting with any third party the amount, validity, or enforceability of any of the Assumed Liabilities.

2.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, the Buyer is not assuming any, and the Seller is retaining, paying, performing, or otherwise satisfying all, or causing their respective Affiliates to retain, pay, perform or otherwise satisfy, the following, and only the following, Liabilities of the Seller or its Affiliates (other than any RW Group Member) other than the Assumed Liabilities (the "**Excluded Liabilities**") (for the avoidance of doubt and notwithstanding anything in Section 2.3, all of the following shall be deemed to be "Excluded Liabilities" hereunder and none of the following shall be deemed to be "**Assumed Liabilities**" hereunder):

(a) all Liabilities of the Warrantors and the RW Group incurred in connection with this Agreement or any Related Documents and the transactions contemplated hereby and thereby, including but not limited to Liabilities arising from any Sellers Transaction Costs, and any Liabilities of the Seller and the RW Group resulting from the Transactions or activities required pursuant to this Agreement;

(b) all Liabilities for (i) Taxes of any Warrantor Group Member (other than the portion of the RW HK Unpaid Taxes not exceeding their respective Maximum Tax Cap, and other than the RW HK Pre-Closing Straddle Taxes), (ii) Taxes payable by or to be paid by the Seller pursuant to this Agreement, including Pre-Closing Transaction Taxes pursuant to Section 9.2, and (iii) payments under any Tax allocation, sharing or similar agreement with the Seller or any Affiliate of the Warrantors, unless as otherwise specified in this Agreement or the Related Documents, if any;

(c) all Liabilities of the Warrantors based on any Legal Proceeding that (i) is currently pending as of the date hereof, (ii) has been filed as of the Closing Date, (iii) is based on substantially the same facts, circumstances or matters as any Legal Proceeding that is currently pending or has been filed as of the Closing Date, or (iv) is based on circumstances, facts, events or matters that relate to any period, or any portion of any period, ending on or prior to the Closing Date, in each case, other than the Liabilities as set forth in Section 4.10 of the Disclosure Schedule, provided that the Warrantors shall indemnify the Buyer for the Losses caused by matters disclosed in the Disclosure Updates to Section 4.10 of the Disclosure Schedule (other than the amendments to any matters disclosed in Section 4.10 of the Disclosure Schedule on the date hereof) if the Losses from such matters exceed $200,000 in the aggregate;

(d) all Liabilities in respect of any current or former employee of any Warrantor Group Members, whether arising by Law or Contract or otherwise, including all Liabilities relating to or arising out of any Employee Retention Bonus, Employee Transaction Costs, any employment action or practice in connection with the employment or termination of employment of any Persons currently or formerly employed or seeking to be employed by the Warrantors or any of their respective Affiliates, other than the Liabilities as set forth in Section 4.10 of the Disclosure Schedule;

(e) all Liabilities of the Seller and RW Group that would be required to be reflected in financial statements prepared in accordance with PRC GAAP or that are created by any synthetic or off-balance sheet arrangement that are not otherwise reflected in the Financial Statements;

(f) all Liabilities of the Seller in respect of any Contract other than the Assigned or Novated Contracts;

(g) all Liabilities owed by the Seller directly to the CMB Lender under the 2020 Acquisition Facility Agreement and the CMB Loan Amendment, except that this provision shall not affect the Assumed Repayment Obligation to RW HK that the Buyer will owe the Seller pursuant to Section 2.3(g);

(h) all Liabilities of Fibocom and RW Holdco and their respective Affiliates (other than the Seller and the RW Group Members) that are not otherwise included in the Assumed Liabilities;

(i) all Liabilities relating to any Excluded Assets; and

(j) all Liabilities relating to the deferred Taxes of the Seller.

2.5 Purchase Price. In consideration for the sale, assignment, transfer, conveyance and delivery of the Purchased Assets (including the Purchased Shares) to the Buyer (or its designated Affiliate(s)), Buyer shall, or shall cause its designated Affiliates to, (i) pay to the Seller $150,000,000 (the "**Total Purchase Price**"), subject to adjustments pursuant to the terms herein, including (A) $100,000,000 (the "**Closing Purchase Price**"), as adjusted pursuant to the terms herein to reflect the Closing Cash Consideration, to be paid at the Closing, and (B) $50,000,000 (the "**Earnout Purchase Price**") to be paid pursuant to and subject to payment schedule and adjustments set forth under Section 2.5(b) below (for the avoidance of doubt,

Earnout Purchase Price is part of the Total Purchase Price); and (ii) assume the Assumed Liabilities at the Closing:

(a) At the Closing, the Seller shall sell, assign, transfer, convey and deliver the Purchased Assets to the Buyer (or its designated Affiliate(s)), and the Buyer shall, or shall cause its designated Affiliates to: (i) pay to the Seller an amount equal to the Closing Cash Consideration, by wire transfer of immediately available funds to the account designated by the Buyer pursuant to Section 2.6(d); and (ii) assume the Assumed Liabilities.

(b) The Earnout Purchase Price shall be adjusted and paid in accordance with the following provisions by wire transfer of immediately available funds to the account designated by the Buyer (or its designated Affiliate(s)) or the Seller, provided that the aggregate amount of Earnout Payments to be paid by the Buyer shall in no event exceed $50,000,000. If the Buyer (or its Affiliate) directs the board of directors and management of any RW Group Member to disrupt the normal operations of RW Group without a reasonable business cause with the purpose of reducing the Adjusted EBITDA, resulting in a significant adverse impact on the Adjusted EBITDA, then, regardless of the Adjusted EBITDA calculation result for that year, the Buyer (or its Affiliate) shall pay the full amount of the Earnout Payment as if the Adjusted EBITDA of such year meets the standard stipulated below.

(i) If the Adjusted EBITDA for the fiscal year ending December 31, 2024 is equal to or greater than $30,000,000, the Buyer shall pay or shall cause its designated Affiliate(s) to pay an amount equal to $10,000,000 to the Seller within twenty (20) Business Days after the Buyer's EBITDA Statement with respect to such fiscal year becomes final and binding pursuant to Section 2.5(c) (the "**First Earnout Payment**);

(ii) if the cumulative Adjusted EBITDA for the two (2) fiscal years ending December 31, 2025 is equal to or greater than $60,000,000, the Buyer shall pay or shall cause its designated Affiliate(s) to pay an amount equal to $20,000,000 minus the First Earnout Payment to the Seller within twenty (20) Business Days after the Buyer's EBITDA Statement with respect to such two (2) fiscal year becomes final and binding pursuant to Section 2.5(c) (the "**Second Earnout Payment**");

(iii) if the cumulative Adjusted EBITDA for the three (3) fiscal years ending December 31, 2026 does not exceed $63,000,000, the total Earnout Payment shall be zero, and the Seller shall pay back to the Buyer the First Earnout Payment and the Second Earnout Payment received by the Seller previously, as applicable, within twenty (20) Business Days after the Buyer's EBITDA Statement with respect to such three (3) fiscal years becomes final and binding pursuant to Section 2.5(c);

(iv) if the cumulative Adjusted EBITDA for the three (3) fiscal years ending December 31, 2026 exceeds $63,000,000 but is less than $90,000,000, the total Earnout Payment shall be calculated according to the following formula: the total Earnout Payment (the "**Total Earnout Amount**") = $50,000,000 X (the cumulative Adjusted EBITDA for the three (3) fiscal years ending December 31, 2026 – $63,000,000)/ $27,000,000. If the Total Earnout Payment minus the First Earnout Payment and the Second Earnout Payment received by the Seller previously, as applicable, is a positive amount, then the Buyer shall pay or shall cause its

designated Affiliate(s) to pay such difference to the Seller, or if such difference is a negative number, the Seller shall pay such difference to the Buyer, in each case, within twenty (20) Business Days after the Buyer's EBITDA Statement with respect to such three (3) fiscal years becomes final and binding pursuant to Section 2.5(c);

(v) if the cumulative Adjusted EBITDA for the three (3) fiscal years ending December 31, 2026 is equal to or greater than $90,000,000, the Total Earnout Payment shall be $50,000,000, and the Buyer shall pay, or shall cause its designated Affiliate(s) to pay, to the Seller an amount equal to the Total Earnout Payment minus the sum of the First Earnout Payment and the Second Earnout Payment received by the Seller previously, as applicable, within twenty (20) Business Days after the Buyer's EBITDA Statement with respect to such year becomes final and binding pursuant to Section 2.5(c) (the payment to be paid in 2027 pursuant to 2.5(b)(iv) and Section 2.5(b)(v), the "**Third Earnout Payment**"); and

(vi) if during the period from the Closing Date to December 31, 2026, the Buyer proposes to sell the controlling interest in RW Lux, at such sale, the Buyer shall either (i) pay all undue Earnout Purchase Price under Section 2.5(b) so that upon the closing of such sale, the Seller shall receive all Earnout Purchase Price within five (5) Business Days following the completion of such sales; or (ii) cause the purchaser in such sale to assume the rights and obligations relating to the payments of the Earnout Purchase Price under this Section 2.5(b); or (iii) cause the purchaser in such sale to enter into a new agreement with the Seller regarding the payment of the remaining amount of the Earnout Purchase Price.

(c) Adjusted EBITDA Calculation

(i) Within twenty (20) Business Days after the issuance of the audited consolidated financial report for the RW Group for each of the years ended December 31, 2024, 2025, and 2026, or if such audited consolidated financial report for such year is not available by May 31 of the immediate next year, then, on May 31 of such year, the Buyer (or its Affiliate) shall deliver, or cause to be delivered to the Seller a proposed calculation of Adjusted EBITDA for the respective year based on such audited consolidated financial report, or if such audited consolidated report is not available, based on the unaudited consolidated financial statements for the RW Group (the "**Buyer's EBITDA Statement**"). For the avoidance of doubts, the calculation of Adjusted EBITDA for the fiscal year ended December 31, 2024 shall take into account the consolidated financial statements for RW Holdco for the period from January 1, 2024 to the Closing Date (inclusive of such date) and the consolidated financial statements for the RW Group for the period from the Closing Date (exclusive of such date) to December 31, 2024.

(ii) If the Seller has any objections to any portion of the Buyer's EBITDA Statement, the Seller shall deliver to the Buyer (or its Affiliate) a statement setting forth the Seller's objections thereto (an "**Objections Statement**"), which statement shall identify and specify in reasonable detail those components of the calculation of Adjusted EBITDA to which the Seller objects (each such item, a "**Disputed Item**"). If an Objections Statement is not delivered to the Buyer (or its Affiliate) within 30 calendar days after delivery of the Buyer's EBITDA Statement, the Buyer's EBITDA Statement as prepared by the Buyer (or its Affiliate) shall be final, binding and non-appealable by the parties hereto, provided that, with respect to the fiscal year ending on December 31, 2026, the Seller's Objection Statement may include, in addition to

Disputed Items with respect Adjusted EBITDA of the year ending December 31, 2026, those Disputed Items with respect to the Adjusted EBITDA of the years ending December 31, 2024 and 2025, to the extent the Seller has not raised any Disputed Item for such year previously.

(iii) If the Seller delivers an Objections Statement in accordance with Section 2.5(c)(ii) above, then the Buyer (or its Affiliate) and the Seller shall use their commercially reasonable efforts to timely resolve any Disputed Items. In the event that the Buyer (or its Affiliate) and the Seller resolves any such Disputed Items within 30 calendar days after the Seller's delivery of an Objections Statement, then the Buyer's EBITDA Statement shall be modified accordingly. In the event that the Buyer (or its Affiliate) and the Seller is unable to resolve any Disputed Items during such 30 calendar day period, then the Buyer (or its Affiliate) and the Seller shall engage one of the "big six" accounting firms as agreed between the Buyer and the Seller (the "**Independent Accounting Firm**") to review the unresolved Disputed Items and determine the final amounts thereof. The Independent Accounting Firm shall use PRC GAAP for the calculation of the Adjusted EBITDA and use the methods of accounting estimates, including the "Non-Contractual IP Royalty" and the "Warranty Reserves", adopted as of the Cutoff Date. The Independent Accounting Firm shall act as an expert and not an arbitrator. The decision of the Independent Accounting Firm as to any modifications to the Disputed Items, if any, shall be based solely on the submission of the relevant work papers created by and/or exchanged between the Buyer (or its Affiliate) and the Seller, as well as the submission of a final position paper by each Party. The Independent Accounting Firm may not revise any component of the Adjusted EBITDA Calculation that is not an unresolved Disputed Item specifically submitted to the Independent Accounting Firm. The Independent Accounting Firm shall not assign a value to any Disputed Item that is higher than the highest submission or lower than the lowest submission as provided by the Buyer (or its Affiliate) and the Seller in their position papers submitted to the Independent Accounting Firm. The determination of the amounts of the Disputed Items by the Independent Accounting Firm shall be final and binding on the Parties for purposes of this Section 2.5(c)(iii). Judgment upon the decision of the Independent Accounting Firm may be entered by the Buyer (or its Affiliate) and the Seller in any court of competent jurisdiction. The Buyer (or its Affiliate) and the Seller shall each bear their own costs and expenses in connection with the resolution of a dispute by the Independent Accounting Firm. The costs and expenses of the Independent Accounting Firm shall be paid by the Buyer (or its Affiliate) and/or the Seller in the same proportion that the aggregate amount of the Disputed Items submitted to the Independent Accounting Firm that are unsuccessfully disputed by such party bears to the total amount of the Disputed Items submitted to the Independent Accounting Firm.

2.6 Closing.

(a) The sale and purchase of the Purchased Assets, and the assumption of the Assumed Liabilities, contemplated under this Agreement (the "**Closing**") shall take place as soon as practicable, but no later than twenty (20) Business Days after satisfaction or waiver of all conditions precedent set forth in Article VIII (other than conditions that by their nature are to be satisfied at the Closing, or to the extent permissible, waiver by the party or parties entitled to the benefit of such conditions, but other than the agreement on the Preliminary Closing Statement and adjustments under Section 8.2(l)(the agreement of Preliminary Closing Statement) and Section 8.(o)(the completion of all Intragroup Indebtedness Clearance Transactions))(for the avoidance of doubt, the Closing shall in any event be subject to the satisfaction or waiver of all conditions

precedent set forth in Article VIII, other than conditions that by their nature are to be satisfied at the Closing, or to the extent permissible, waiver by the party or parties entitled to the benefit of such conditions). Unless otherwise required by Law, the Closing shall take place by way of videoconferencing and/or electronic exchange of closing documentation in .pdf format or through another venue as agreed between the Buyer and the Seller, or at such time and place as the Buyer and the Seller may agree (the "**Closing Date**").

(b) At or prior to the Closing, the Seller shall deliver, or cause to be delivered, to the Buyer:

(i) an extract of the register of members of RW Lux updated to reflect the Buyer or its designated Affiliate as the legal owner of the Purchased Shares, certified by its director, and containing an inscription showing that the pledge over the shares of RW Lux for the purpose of the 2020 Acquisition Facility Agreement has been released, together with a proof of submission of filing to the Luxembourg Trade and Company Registry to reflect the change of legal owner of the Purchased Shares to the Buyer or its designated Affiliate;

(ii) a counterpart of each of the Related Documents together with its exhibits and schedules where applicable, in each case duly executed by the Seller and the relevant counterparties to such Related Documents, to the satisfaction of the Buyer;

(iii) each RW Group Member's latest Governing Documents and corporate files, including the certificate of incorporation, common seal, statutory registers, minute books written up to date (but not including Closing), documents of title of such company and all financial, accounting and book records, as listed in Schedule 2.6(b)(iii);

(iv) the Preliminary Closing Statement in accordance with Section 2.7;

(v) undated shares sale and purchase agreement in form set forth in Exhibit J, subject to further reasonable comments and changes by the Buyer in relation to the Purchased Shares, together with a set of board resolutions authorizing such transfer, and the physical certificates to such Purchased Shares, in each case duly executed and stamped by the relevant company chop by the Seller and/or RW Lux, as applicable;

(vi) a certified copy of the resolutions of the board of directors of RW Lux, RW SG and each Warrantor, and the resolutions of shareholders of RW Holdco and the Seller, in each case, authorizing the execution and delivery of the Agreement, the Relevant Documents and the consummation of the Transactions;

(vii) a director's certificate (or in the case of Fibocom and RW Holdco, a legal representative's certificate), dated as of the Closing Date and executed by the directors or legal representatives of each of the Warrantors, in form and substance satisfactory to Buyer, certifying as to: (a) all covenants and conditions set forth in this Agreement (with respect to the representations and warranties of the RW Group and the Business) remain true, accurate and complete in all material respects; (b) to the knowledge of such directors, no event which may be reasonably considered as an Material Adverse Effect has occurred; (c) the financial statements of each of the Seller, RW Holdco and RW Group Members as provided to the Buyer are a fair

representation of such entity's financial conditions, results of operations and cash flow; (d) to the knowledge of such directors, no Person has commenced, or threatened to commence, any action, claim, proceeding or investigation which may prohibit or otherwise challenge or interfere with the Business or the transactions contemplated herein; (e) the incumbency and signatures of the officers of such Warrantor executing this Agreement and any other agreements, instruments or documents to be executed by such Warrantor in connection herewith; and (f) the resolutions attached to such certificate duly adopted by the directors of such Warrantor authorizing the execution and delivery of this Agreement and the consummation of the Transactions;

(viii) the copy of all Business Books and Records listed in Schedule 2.6(b)(viii) hereof, and, with respect to the accounting, financial and operational information stored in software programs or platforms (including the SAP system) used by the RW Group, the username and password to access such software or platform with the highest level of authorization for all functions and information therein; and.

(ix) all other instruments, agreements, certificates and documents reasonably required by the Buyer in writing to be delivered by the Warrantors to the Buyer on or prior to the Closing Date pursuant to this Agreement and the Related Documents.

(c) At or prior to the Closing, the Buyer shall deliver to the Seller:

(i) a counterpart of each of the Related Documents, duly executed by the Buyer, as applicable; and

(ii) all other instruments, agreements, certificates and documents reasonably required to be delivered by the Buyer to the Seller on or prior to the Closing Date pursuant to this Agreement or the Related Documents.

(d) The following payments shall be made at the Closing in the following order:

(i) The Buyer or its designated Affiliate(s) shall first pay an amount equal to the Closing Cash Consideration by wire transfer of immediately available funds to a bank account of the Seller notified to the Buyer at least three (3) Business Days before the expected Closing Date; and

(ii) The Seller shall transfer all Cash (other than the Closing Cash Consideration paid by the Buyer or its designated Affiliate(s) pursuant to Section 2.6(d)(i) above) held in all of its bank accounts, as part of the transfer of Purchased Assets to the Buyer, by wire transfer of immediately available funds to a bank account designated by the Buyer notified to the Seller at least three (3) Business Days before the Closing Date.

2.7 Closing Statements.

(a) As soon as practical after the date hereof but in any event fifteen (15) Business Days before the Closing Date, the Seller shall prepare, or caused to be prepared, and delivered to the Buyer a statement (the "**Preliminary Closing Statement**"), including the below items, reflecting the status of such items during the period from the Cutoff Date to the last day of

the latest calendar month on or before the date of the Preliminary Closing Statement (or as of such other date as otherwise specified below), it being agreed that the earliest of such date shall be June 30, 2024. The Buyer shall be entitled on a dollar for dollar basis to deduct any Leakage Amounts, whether already paid or incurred or to be incurred by the Seller, RW Holdco or any RW Group Member (if any), and any other adjustments as contemplated in this Agreement or other Related Documents from the Total Purchase Price, which deductions and the resulting Closing Cash Consideration shall be reflected in the Preliminary Closing Statement and the Final Closing Statement, as applicable.

(i) a summary of the calculation of the Closing Purchase Price, including all adjustment items and the basis for the calculation in substantially the form set forth in Schedule 2.7(a);

(ii) the standalone financial statements including the balance sheet, the income statement, and cash flow statement for the period from January 1, 2024 and ending on, and as of, the last day of the latest calendar month for each of RW Holdco and the Seller (with respect to the Business only), prepared in a manner using the same principles for the preparation of the Financial Statements;

(iii) the consolidated financial statements including the balance sheet, the income statement, and cash flow statement for the period from January 1, 2024 and ending on, and as of, the last day of the latest calendar month for RW Lux and RW Holdco, prepared in a manner using the same principles for the preparation of the Financial Statements;

(iv) The consolidation worksheet of the consolidated financial statements for RW Lux and RW Holdco described in item (iii) above, detailing the financials by nature and each RW Group Member, each counterparty for each account, and the consolidation eliminations with respect to RW Lux, which may be provided in electronic form by way of delivering a fully accessible computer with such records for the Buyer to use;

(v) the trial balances, journal entries and other supporting documents, including but not limited to bank records, capital injections agreement and corresponding board meeting minutes (if required) and bank statements relevant for the preparation of each of the financial statements under items (ii) and (iii) above, which may be provided in electronic form by way of delivering a fully accessible computer with such records for the Buyer to use;

(vi) details of each event of Leakage, if any, the corresponding Leakage Amount and reasonable explanations of such Leakage, including but not limited to the nature of the Leakage, the accounting entries for such Leakage, and all the supporting documents such as the contracts or bank records or other relevant documentation for such Leakage;

(vii) the details of the Sellers Transaction Costs (including Employee Transaction Costs), whether paid or incurred or to be incurred, or otherwise committed or expected to be paid or incurred, and corresponding supporting documents of such Sellers Transaction Costs (including the Employee Transaction Costs), including but not limited to contracts, payment records, bank statements;

(viii) the calculation and schedule of the expected CMB Repayment Amount as of the Closing under the 2020 Acquisition Facility Agreement;

(ix) the breakdown and details of the Closing Accounts Receivable;

(x) the breakdown and details of all Non-Assignable Contracts, including all outstanding purchase orders under the Non-Assignable Contracts;

(xi) the estimated profit Tax and withholding Tax for the Seller during the Pre-Closing Straddle Period(s);

(xii) the estimates for the Cash the Seller holds in all of its bank accounts and the RW Holdco Remained Cash, in each case, as of the Closing; and

(xiii) any other adjustments as contemplated in this Agreement or other Related Documents.

(b) If the Buyer has any objections to a Preliminary Closing Statement delivered by the Seller, it shall deliver to the Seller a notice describing in reasonable detail its objections and a proposed revised Preliminary Closing Statement. The Buyer and the Seller shall use their reasonable efforts to resolve any dispute regarding such statements within ten (10) Business Days upon delivery of the Preliminary Closing Statement by the Seller, provided that if the Buyer and the Seller are unable to resolve any such dispute within such period of time, then the Buyer may choose to either postpone the proposed Closing Date by one calendar month to resolve such disputes (which may be further postponed), or proceed with the Closing based on the Preliminary Closing Statement, delivered by the Seller in accordance with Section 2.7(a), without waiving any rights that the Buyer would otherwise have under this Agreement, including the right of objection and the right for adjustments and in no event shall the Preliminary Closing Statement be considered agreed upon or conclusive for any purposes in respect of the Closing.

(c) Within thirty (30) calendar days after the Closing Date, the Seller shall cause to be prepared and delivered to the Buyer an updated version of the Preliminary Closing Statement, identifying any addition, removal, change or other deviation from or to the Preliminary Closing Statement as of the Closing Date and shall include and set forth a calculation in reasonable detail (the "**Final Closing Statement**"). The Final Closing Statement shall become final and binding on the 60th calendar day following delivery thereof, unless prior to the end of such period, the Buyer delivers to the Seller a written notice of disagreement (the "**Notice of Disagreement**") specifying the nature and amount of any dispute or disagreement to any portion thereof, in which case the Final Closing Statement shall become final and binding pursuant to the procedure specified below.

(d) During the 60-day period following delivery of the Notice of Disagreement, the Buyer, and the Seller shall in good faith seek to resolve in writing any differences that they may have with respect to the draft Final Closing Statement. Any undisputed items in the Final Closing Statement shall be final and binding with respect to such items. Any disputed items specified by the Seller in the Notice of Disagreement resolved in writing between the Buyer and the Seller within such 60-day period shall be final and binding with respect to such

items, and the amounts so determined shall be final and binding on the parties hereof for all purposes hereunder. If the Buyer and the Seller have not resolved all such differences by the end of such 60-day period, either the Buyer or the Seller may submit all remaining disputes for resolution to the Independent Accounting Firm, by delivering a brief detailing its views as to the correct nature and amount of each item remaining in dispute, as applicable, and the Independent Accounting Firm shall, forthwith forward such brief to the other party. The other party shall deliver to the Independent Accounting Firm a written brief in response within 21 days of receipt of the initial brief, detailing its views as to the correct nature and amount of each item remaining in dispute, as applicable. The Buyer and the Seller shall use their commercially reasonable efforts to cause the Independent Accounting Firm to render a written decision resolving the matters submitted to it within 30 days following the submission of the response brief, which decision shall include the conclusions of such items and amounts in dispute. The Independent Accounting Firm shall consider only those items and amounts in the Buyer's and the Seller's respective calculations, that are identified as being items and amounts to which the Buyer and the Seller have been unable to agree. In resolving any disputed item, the Independent Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The determination of the Independent Accounting Firm shall be conclusive and binding upon the parties hereto and shall not be subject to appeal or further review.

(e) The costs of any dispute resolution pursuant to this Section 2.7, including the fees and expenses of the Independent Accounting Firm and of any enforcement of the determination thereof, shall be borne by the Seller and the Buyer in inverse proportion as they may prevail on the matters resolved by the Independent Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Independent Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted. The fees and disbursements of the Representatives of each party incurred in connection with the preparation or review of the Final Closing Statement, the Notice of Disagreement or any briefs, as applicable, shall be borne by such party.

(f) The Buyer, on the one hand, and the Seller, on the other hand, will afford the other Party and its Representatives reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties, books and records of the Business and to any other information reasonably requested for purposes of preparing and reviewing the calculations contemplated by this Section 2.7. Each party shall authorize its accountants to disclose work papers generated by such accountants in connection with preparing and reviewing the calculations specified in this Section 2.7 provided, that such accountants shall not be obligated to make any work papers available except in accordance with such accountants' disclosure procedures and then only after the non-client party has signed an agreement relating to access to such work papers in form and substance acceptable to such accountants.

2.8 Leakage.

(a) Each of the Warrantors jointly and severally warrants and undertakes to the Buyer that during the Pre-Closing Period, neither the Seller nor any of the Warrantor Group Members have benefitted from any Leakage. In the event of a breach where a

Leakage occurs during the Pre-Closing Period, the Seller shall notify the Buyer in writing as soon as reasonably practicable after becoming aware of any such Leakage, including details of such event of Leakage, a reasonable explanations of such Leakage and the amount in Cash equal to the amount or value of such Leakage received by the Seller and/or any of the Warrantor Group Members in respect of which the Seller and/or any of the Warrantor Group Members has benefitted (directly or indirectly), together with any Tax Leakage arising in respect thereof to the extent not already taken into account (in each case, a "**Leakage Amount**"), to the extent known. If any Leakage occurs at any time during the Pre-Closing Period and is notified to the Buyer by the Seller, the Seller shall include the details of such Leakage in the Preliminary Closing Statement and identify the Leakage Amount. To the extent the Buyer identifies any Leakage not included in the Preliminary Closing Statement, it may include the details of such Leakage and the corresponding Leakage Amounts calculated by the Buyer in the Final Closing Statement, subject to final determination pursuant to Section 2.7. If any Leakage occurs at any time during the Pre-Closing Period but is not notified to the Buyer by the Seller and not otherwise included in the Final Closing Statement for whatever reason, the Buyer may, at any time during a period that is twelve (12) months from the Closing Date, notify the Seller in writing of such Leakage and the corresponding Leakage Amount, in which case the Seller shall, within five (5) Business Days from such notification, pay to the Buyer or its designated Affiliate(s) the Leakage Amount, failing which the Buyer may offset such amount from any amount payable to the Seller.

(b) For the purposes of this Agreement, "**Leakage**" means any payments made, rights granted, Losses suffered or Liabilities assumed or incurred by the Business, the Seller, RW Holdco or a RW Group Member during the Pre-Closing Period, whether with respect to any specific matter or in the value of the Business as a whole, to which Fibocom or any of its Affiliate(s)(other than the Seller, RW Holdco or a RW Group Member), or any of their directors, officers or employees, directly or indirectly receives any benefits, except where such benefits are received by any RW Group Members or forms part of the Purchased Assets, and excluding such Losses arising from a Permitted Leakage (as defined below). Without limiting the generality of the foregoing, Leakage shall include the following during the Pre-Closing Period:

(i) any interest payment or any bonus, reserves, dividend or distribution or otherwise (cash or non-cash and (including any deemed distributions under the law of the relevant jurisdiction)) declared, paid, made or agreed or obligated to be made, directly or indirectly, by the Seller, RW Holdco or RW Group Member to Fibocom or any of its Affiliate (excluding the Seller, RW Holdco, or a RW Group Member)(collectively, the "**Fibocom Remaining Group Members**" and each, a "**Fibocom Remaining Group Member**"), except for the interest payment made by RW Group Member to the Seller with respect to any Indebtedness owed to the Seller by such RW Group Member during the Pre-Closing Period, and the interest payment made by RW Group Member to RW Holdco with respect to any Indebtedness owed to RW Holdco by such RW Group Member during the Pre-Closing Period, which shall be Permitted Leakages;

(ii) any payments or benefits paid, made or agreed to be made, or any assumption of Liabilities or responsibilities by the Seller, RW Holdco or a RW Group Member to or for the benefit of any Fibocom Remaining Group member in relation to an acquisition or otherwise, of assets, rights or other benefits or obligations;

(iii) any redemption, repurchase, repayment, or reduction of any share or loan capital of the Seller, RW Holdco or a RW Group Member, or any transaction or agreement resulting in a payment to, or an obligation to make a payment to any Fibocom Remaining Group Members, or the creation of any Liens on any share or loan capital of a RW Group Member;

(iv) any waiver, deferral, discount or forgiveness that has been or will be made of any amounts, Liabilities or obligations owed to the Seller, RW Holdco or any RW Group Member by any Fibocom Remaining Group Members, or amendment or implement of non-standard accounts receivable or accounts payable policies, cash policies, or procurement or sales policies;

(v) any transfer or sale made or to be made by the Seller, RW Holdco or a RW Group Member, whether for value or not, of asset, rights or other benefits to any Fibocom Remaining Group Members;

(vi) the creation of any Liens over any assets of the Seller, RW Holdco or a RW Group Member in favor of or for the benefit of any Fibocom Remaining Group Members;

(vii) any payment that has or will be made by or on behalf of the Seller, RW Holdco or a RW Group Member of any management, monitoring or other shareholder or directors' fees or bonuses or payments of a similar nature to or for the benefit of any Fibocom Remaining Group Members, any director of any RW Group Member appointed by any Fibocom Remaining Group Members, except for the payment of salaries, compensations or fees to or for the benefit of the Business Employees of the RW Group in the Ordinary Course of Business;

(viii) any Sellers Transaction Costs (including any Employee Transaction Costs) stipulated under Section 11.1 which are paid, incurred or advanced by the Seller, RW Holdco or any RW Group Member;

(ix) any amount paid to CMB Lender in excess of any amounts due and payable under the Repayment and Interests Schedule during the Pre-Closing Period (other than the CMB Loan Expense, which is a Permitted Leakage);

(x) any prepayment of any Indebtedness in the nature of borrowing owed by the Seller, RW Holdco or a RW Group Member, to any Fibocom Remaining Group Members or any amendment thereof to such effect;

(xi) any settlement amount payable or paid to any third party with respect to any claims disclosed under Section 4.10 (Litigation) and Section 4.22(c) (Product Warranty Claims) of the Disclosure Schedule by RW HK, RW Holdco or a RW Group Member without the consent of the Buyer; or

(xii) any arrangement, commitment or agreement that has been or will be made by the Seller, RW Holdco or its Affiliate (excluding a RW Group Member) to do any of the foregoing in paragraphs (i) to (ix) of Section 2.8(b).

(c) For the purpose of this Agreement, "**Permitted Leakage**" means any of the following:

(i) the CMB Loan Expense;

(ii) payments by the Seller, RW Holdco or a RW Group Member specifically contemplated in this Agreement or the Related Documents;

(iii) payments under Section 6.17, Section 6.18 and elsewhere herein specifically identified as not constituting a Leakage;

(iv) payments made or accruals in respect of payments to be made or Liabilities otherwise incurred in connection with the purchase and sale of the Automotive Network Access Devices or any raw materials, components or parts thereof by the Seller, RW Holdco or any RW Group Member in the Ordinary Course of Business;

(v) payments made or accruals in respect of payments to be made, or Liabilities otherwise incurred by Fibocom or a RW Group Member to the extent that such amounts are in connection with the arrangements between Fibocom and RW Group for the mutual advancement of portions of employee salaries as agreed by the Buyer;

(vi) payments made or accruals in respect of payments to be made, or Liabilities otherwise incurred by the Seller or a RW Group Member to Fibocom or its Affiliates to the extent that such amounts arise from transactions which are conducted in arm's length between the Seller or such RW Group Member and Fibocom in the Ordinary Course of Business;

(vii) the Interim CMB Repayment Amount; and

(viii) any payments or the incurrence of any Liabilities by the Seller, RW Holdco or a RW Group Member which the Buyer has given its prior consent or rectification in writing confirming the details of such payment or incurrence of such Liabilities, including but not limited to the nature of such payment or liability and the parties involved and the amounts thereof.

2.9 Withholding Taxes. The Buyer acknowledges that it does not currently anticipate that any Taxes will be required to be withheld from amounts payable pursuant to this Agreement. The Buyer shall be entitled to deduct and withhold from any amounts payable or distributable pursuant to this Agreement to the Seller or any other Person such amounts as may be required to be deducted or withheld therefrom under any provision of any applicable Law. To the extent that such amounts are so deducted or withheld and timely paid to the applicable Governmental Entity, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid. The Buyer shall use commercially reasonable efforts to provide advance written notice prior to withholding and to cooperate (and cause its Affiliates to cooperate) with Seller's efforts to reduce the amount of any such withholding required. The Buyer shall use commercially reasonable efforts to provide the Seller with all evidence of withholding and remittance including applicable

Tax receipts and Tax forms so as to allow the Seller to claim applicable Tax credits, deductions and refunds.

2.10 Consent to Certain Assignments and Further Assurances.

(a) Except as otherwise provided for in this Agreement, if any of the Purchased Assets (except for those owned by each of the members of the RW Group, which will be effectively acquired by the Buyer by way of acquisition of the Purchased Shares) are not assignable or transferable to the Buyer, a RW Group Member or any of its Affiliate(s) without the consent of a third party, either as required under a contract to which the Seller and such party are parties or under applicable Law, or as a result of which the Buyer shall be prevented by such third party from receiving the rights and benefits with respect to such Purchased Asset intended to be transferred hereunder, or if such an assignment would adversely affect the rights of the Seller thereunder so that the Buyer would not in fact receive all such rights or the Seller would forfeit or otherwise lose the benefit of rights that the Seller is entitled to retain (the "**Non-Assignable Assets**"), the Seller shall use their commercially reasonable efforts (and bear their respective costs of such efforts) to obtain any consents or waivers required to assign to the Buyer any Purchased Asset that requires the consent of a third party, without any conditions to such transfer or changes or modifications of terms thereunder. If any such consent or waiver is not obtained prior to the Closing, the Seller and the Buyer shall cooperate in any lawful and commercially reasonable arrangement, as the Seller and the Buyer shall agree, under which the Buyer would, to the extent practicable, obtain the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto (solely to the extent they are Assumed Liabilities) in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Buyer; provided, that all reasonable out-of-pocket expenses of such cooperation and related actions shall be paid by the Seller (except for the CMB Loan Expense). The Seller shall hold such Non-Assignable Assets in trust for the benefit of the Buyer until such assets are transferred to the Buyer, a RW Group Member or its Affiliate(s). The Seller shall pay to the Buyer all monies received by the Seller under such Purchased Asset or any claim or right or any benefit arising thereunder within five (5) Business Days from the receipt thereof, and the Buyer shall within five (5) Business Days from the receipt thereof, pay the Seller for all Liabilities of the Seller associated with such Purchased Asset to the extent they are Assumed Liabilities. The Seller shall continue to use commercially reasonable efforts to obtain, as soon as reasonably possible and after the Closing Date, any consents to assignment as are reasonably requested by the Buyer (or its Affiliates) that were not previously obtained, assign such Purchased Assets to the Buyer (or its Affiliates) on the effective date for any such consent obtained, and upon the conversion of these interests into Cash, such interests shall be immediately transferred to the Buyer, a RW Group Member or its Affiliate(s). The Seller shall cooperate with the Buyer in any other reasonable arrangement designed to provide the Buyer the benefits of such Non-Assignable Assets, including enforcement at the cost and for the account of the Buyer of any and all rights of the Seller against any other party thereto arising out of the breach or cancellation thereof by such other party or otherwise, and to provide for the discharge of any Liability associated with any such Non-Assignable Asset to the extent such Liability constitutes an Assumed Liability. Upon the assignment of any such Non-Assignable Asset to the Buyer, it will be deemed to be a Purchased Asset for purposes of this Agreement. Nothing in this Section 2.10 shall be interpreted as a waiver of any conditions precedent to the Closing, including the transfer, assignment or novation of all Assigned or Novated Contracts set forth on Schedule 2.1(d).

(b) At and after Closing and without further consideration therefor, (i) the Seller will execute and deliver to the Buyer such further instruments and certificates of conveyance and transfer as the Buyer may reasonably request in order to more effectively convey and transfer the Purchased Assets from the Seller to the Buyer and to put the Buyer in control of the Business; (ii) the Buyer will execute, or will arrange the execution of, and deliver to the Seller, such further instruments and certificates of assumption, novation and release as the Seller may reasonably request in order to effectively make the Buyer responsible for all Assumed Liabilities and release the Seller therefrom to the fullest extent permitted under applicable Law; and (iii) each of the Parties will use commercially reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the Related Documents and consummate and make effective the transactions contemplated by hereby and thereby. Without limiting the generality of the foregoing, to the extent that, following the Closing, the Buyer and the Seller mutually determine in good faith that any asset or Liability that was intended to be transferred pursuant to this Agreement was not transferred on the Closing Date (such asset or Liability, an "**Omitted Asset**" or "**Omitted Liability**," respectively), then, as applicable: (A) the Seller will promptly assign and transfer to the Buyer or its designated assignee, all right, title and interest in such Omitted Asset or (B) the Buyer will promptly assume such Omitted Liability and will thereafter pay, perform, discharge or otherwise satisfy such Omitted Liability in accordance with its terms. Upon execution of such assignment or assumption, the Omitted Asset or Omitted Liability, as applicable, will automatically and immediately be deemed to be included in and constitute a Purchased Asset or an Assumed Liability, as applicable and without the need for any additional consideration, and any failure to deliver an Omitted Asset or assume an Assumed Liability at Closing will not, in and of itself, constitute a breach of this Agreement if and to the extent such omission is fully cured. Before an Omitted Asset is transferred to the Buyer or its designated assignee, the Seller shall be deemed to hold such assets in trust for the benefit of the Buyer until such assets are transferred to the Buyer, a RW Group Member or its Affiliate(s). In the event such assets are sold or otherwise exchanged into monies, claims, rights or other benefits, the Seller shall, within five (5) Business Days from the receipt thereof, pay to the Buyer such monies or such claims, rights or benefits arising thereunder.

2.11 Deposit. Within two (2) Business Days from the date hereof, the Buyer shall, or shall cause any of its designated person to, deposit a deposit of $1,000,000 (the "**Deposit**") in a bank account designated by the Seller, which amount shall be fully credited against the Closing Purchase Price at the Closing. If the Buyer refuses to proceed with the Closing upon the satisfaction of all conditions precedent to obligations of the Buyer to consummate the Transactions at the Closing under Article VIII without reasonable cause or justification pursuant to this Agreement, and the Seller has exercised its right to terminate this Agreement pursuant to Section 10.1(d), the Deposit shall be forfeited by and belong to the Seller. If this Agreement is terminated for any reason other than the proceeding sentence, the Deposit shall be fully repaid to the Buyer within five (5) Business Days from the termination of this Agreement. If the Seller refuses to proceed with the Closing upon the satisfaction of all conditions precedent to obligations of the Seller to consummate the Transactions at the Closing under Article VIII without reasonable cause or justification pursuant to this Agreement, and the Buyer has exercised its right to terminate this Agreement pursuant to Section 10.1(c), the Seller shall refund the Deposit to the Buyer in full, and shall pay to the Buyer an amount of $1,000,000,

which amount shall not be deemed as a penalty or liquidated damage, but a reasonable estimate of minimum Losses the Buyer will suffer in such circumstance.

ARTICLE III
REPRESENTATIONS AND WARRANTIES AS TO THE WARRANTORS

Subject to the exceptions and disclosures set out in the Disclosure Schedule, the Warrantors jointly and severally represent and warrant to the Buyer that the statements contained in this Article III are true and correct as of the date of this Agreement and as of immediately prior to the Closing on the Closing Date:

3.1 Organization, Qualification and Authorization.

(a) Each Warrantor is a corporation or limited liability company, as the case may be, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, and has the requisite corporate or limited liability company (as the case may be) power and authority to own, lease and operate its properties, rights and assets and to carry on its business as conducted immediately prior to the Closing.

(b) Each Warrantor has all requisite power and authority to enter into this Agreement and the Related Documents to which the Warrantor is a party, to perform its obligations hereunder and thereunder, as applicable, and to consummate the Transactions.

(c) Each Warrantor is duly licensed or qualified to do business and is in good standing in each jurisdiction which the properties, rights and assets owned, leased or operated by it that are Related to the Business or the operation of the Business makes such licensing or qualification necessary.

(d) The execution and delivery by each Warrantor of this Agreement and the Related Documents to which such Warrantor is a party, such Warrantor's performance hereunder and thereunder, and the consummation by each Warrantor of the Transactions, has been duly authorized by all requisite corporate, board, and shareholder action on the part of each Warrantor, and no other proceedings (including shareholders' resolutions of Fibocom) on the part of the Warrantors are necessary to authorize this Agreement and the Related Documents. This Agreement and each Related Documents has been, and upon their execution the Related Documents shall have been, duly executed and delivered by the Warrantors (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) and constitutes, or will constitute, the legal, valid and binding obligations of the Warrantors enforceable against the Warrantors in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency and similar Laws affecting the enforcement of creditors rights generally or by general principles of equity (whether considered at law or in equity).

3.2 Conflicts, Consents, Subsequent Actions.

(a) Conflicts. The execution, delivery and performance by each Warrantor of this Agreement and any Related Document to which such Warrantor is a party, and the consummation by each Warrantor of the Transactions, do not and will not conflict with or

result in any violation of or default under (or constitute any event that, with notice or lapse of time or both, would constitute a default under), or give rise to a right of termination, modification, cancellation or acceleration of any obligation under, any provision of (i) any Warrantors' or RW Group Member's Governing Documents, (ii) any Material Contract to which any Warrantor or any RW Group Member is a party or by which any Warrantor or the Purchased Assets may be bound, or (iii) any Law applicable to any Warrantor, any RW Group Member, the Purchased Assets or to the Business. The execution, delivery and performance by each Warrantor of this Agreement and any Related Document to which each Warrantor is a party, and the consummation by each Warrantor of the Transactions, will not result in the creation or imposition of any Lien on the Purchased Assets and there are no payments owing any Warrantor to any Person as a result of the consummation of the Transactions.

(b) Consents. Except as set forth on Section 3.2(b) of the Disclosure Schedule, no Consent of or with any Governmental Entity or third Person is required to be obtained or made by any Warrantor or RW Group Member in connection with the execution, delivery and performance by any Warrantor of this Agreement and each Related Document to which any Warrantor is a party or the consummation by each of the Transactions. Except for the CMB Loan Expense, none of the Warrantors or any RW Group Member has any amount paid or payable to facilitate, for the purposes of, or in relation to, granting of a consent or agreement by any third party in relation to the Transactions contemplated herein.

3.3 Litigation. There is no Legal Proceeding pending or, to the Knowledge of the Warrantors, Threatened against any Warrantor that could reasonably be expected to have a material adverse effect on such Warrantor's ability to consummate the Transactions.

3.4 Solvency. Each Warrantor is not (and as of the Closing, after giving effect to the Transactions, including the payment of all related fees and expenses, will not be) Insolvent.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES AS TO THE BUSINESS AND THE RW GROUP

Subject to the exceptions and disclosures set out in the Disclosure Schedule, the Warrantors jointly and severally represent and warrant to the Buyer that the statements contained in this Article IV are true and correct as of the date of this Agreement and as of immediately prior to the Closing on the Closing Date:

4.1 Title to Purchased Assets; Condition and Sufficiency of Purchased Assets.

(a) The Seller has good and valid title to, or the right to transfer (or cause to be transferred) in accordance with the terms of this Agreement and the Related Documents, all Purchased Assets, free and clear of any Liens, other than the Permitted Liens, and there is no agreement, option or other right or privilege outstanding in favor of any Person for the purchase from the Seller of the Business or any part thereof or any of the Purchased Assets, other than the purchase of Inventories in the Ordinary Course of Business.

(b) The Purchased Assets, including those assets owned by the RW Group Members, are in good condition (normal wear and tear excepted) in all material respects and adequate for (i) the purposes for which such assets are used or held for use by the Seller or the RW Group Members immediately prior to the Closing and (ii) the continued operation of the Business the RW Group immediately following the Closing by the Buyer or the RW Group, as applicable, in substantially the same manner as currently conducted or operated.

(c) The Purchased Assets, including those assets owned by the RW Group Members, and together with the entitlement, benefits and interest under with this Agreement, the Related Documents, the Assigned or Novated Contracts and all Material Contracts the consents of which are obtained as of the Closing, will constitute all the material rights, property, Contracts and assets necessary and sufficient for the continued conduct of the Business by the Buyer following the Closing in substantially the same manner as the Business is being conducted as of the date hereof and as of immediately prior to the Closing. None of the Excluded Assets are material to the Business.

(d) There are no physical or tangible assets used by or Related to the Business that are jointly used by or related to any other businesses of any of the Warrantors or any of their Affiliates (other than the RW Group).

(e) Each RW Group Member owns or otherwise has the necessary and sufficient rights to use all physical or tangible property currently used or held for use by it in the conduct of its businesses in all material respects, free and clear of all Liens, except for Permitted Liens.

4.2 Organization, Authorization, Capitalization.

(a) Each RW Group Member is duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted, with all licenses, authorizations, permits and approvals that are required. All corporate actions taken by any RW Group Member in connection with the Transactions contemplated by this Agreement will be duly authorized on or prior to the Closing.

(b) The Purchased Shares constitute all of the issued and outstanding equity interests of RW Lux. Section 4.2(b) of the Disclosure Schedule sets out the true, accurate and complete capitalization table of each RW Group Member. All of the shares or other equity interests in each RW Group Member have been duly authorized and are validly issued and fully paid and are wholly-owned by their respective shareholders as shown on the Section 4.2(b) of the Disclosure Schedule, Governing Documents and corporate records which have been made available to Buyer, free and clear of all Liens (other than Permitted Liens). Each RW Group Member does not own, directly or indirectly, any capital shares of, or other equity interests in, any Person which is not a RW Group Member, and there are no outstanding obligations of a RW Group Member to acquire any capital shares or other equity interests in, or to provide funds to, or make any investment (in the form of a loan, capital contribution or other similar activity) in, any other Person. There are no: (i) preemptive or similar rights on the part of any holders of any class of securities of any RW Group Member; (ii) outstanding subscriptions, options, warrants, conversion,

exchange or other rights, agreements or commitments of any kind relating to the Purchased Shares or obligating the Seller or any RW Group Member to issue, sell, redeem or purchase, or cause to be issued, sold, redeemed or purchased, any equity interests of any RW Group Member or any securities convertible into or exchangeable for any such equity interests of any RW Group Member; (iii) stockholder agreements or voting trusts to which any Person is a party relating to the voting, purchase, redemption or other acquisition of any equity interests of any RW Group Member; (iv) outstanding stock appreciation rights, phantom stock, profit participation or other similar rights with respect to any RW Group Member or (v) outstanding dividends, whether current or accumulated, due or payable on any of the equity interests of any RW Group Member. Upon the consummation of the Transactions, Buyer or its designee shall be the legal and beneficial owners of the Purchased Shares and all of the authorized, issued and outstanding shares or equity interests of the RW Group Members, free and clear of all Liens (other than Permitted Liens).

(c) True, complete and correct copies of the Governing Documents and corporate records of each RW Group Member have been made available to Buyer.

(d) From the Cutoff Date and up to the Closing Date, RW Holdco has not conducted any Business and will not conduct any Business.

(e) Section 4.2(e) of the Disclosure Schedule sets forth a true, complete and accurate description of the revenue for the year ended December 31, 2023 by customers and by type of products of Favalon Group. As of the Closing Date, Favalon Group has not sold or distributed, directly or indirectly (including, without limitation, by itself or through any existing Subsidiaries, or through any third party), any in-vehicle wireless communication module products to any Overseas Markets or to any Overseas Customers.

4.3 Financial Statements. True and complete copies of (i) the unaudited consolidated financial statements of RW Holdco as at and for the years ended December 31, 2021, 2022 and 2023, and (ii) unaudited standalone financial statements of the Seller and RW Holdco as at and for the years ended December 31, 2021, 2022 and 2023 ((i) and (ii), collectively referred to as the "**Financial Statements**"), are attached as Section 4.3 of the Disclosure Schedule. The Financial Statements have been prepared in accordance with the requirements of all relevant statutes and PRC GAAP, and fairly present the consolidated financial condition and the results of operations and cash flow of the RW Holdco, and standalone financial condition and the results of operations and cash flow of the Seller and RW Holdco as of the respective dates and for the respective periods referred to therein in all material respects. The Financial Statements are based on the books and records of the Warrantors and the RW Group Members, which have been accurately maintained consistent with the practices of the Warrantors and the RW Group Members, as applicable, and are based on PRC GAAP.

4.4 Absence of Undisclosed Liabilities; CMB Loan Amendment.

(a) Except for the Indebtedness included in the Financial Statements or any notes thereto, none of the Seller or any RW Group Members has any Indebtedness, other than the Indebtedness incurred in the Ordinary Course of Business. None of the RW Group Members or the Seller has (i) any such Liabilities that would be required to be reflected in financial statements prepared in accordance with PRC GAAP or (ii) any synthetic or off-balance sheet

arrangement creating any Liabilities, except for Liabilities specifically and identifiably reflected or reserved against in the Financial Statements.

(b) The Seller has furnished or made available to the Buyer true, complete and correct copies of the 2020 Acquisition Facility Agreement, together with any and all amendments, supplements, consents or waivers as in effect on the date hereof. The Seller has furnished or made available to the Buyer true, complete and correct copies of the final draft of the CMB Loan Amendment, and immediately after the date hereof, has delivered the CMB Loan Amendment executed by CMB Lender on or about the date hereof which is substantially the same as the final draft of the CMB Loan Amendment. The 2020 Acquisition Facility Agreement and the CMB Loan Amendment, when executed by the parties thereof, are in full force and effect and are the valid and binding obligation of the Seller, enforceable in accordance with its terms against the Seller, and against CMB Lender. The Seller is not in breach or default under the 2020 Acquisition Facility Agreement and will not be in breach or default under the CMB Loan Amendment, when executed by the parties thereof. The Seller has not received any written notice of termination, cancellation, breach or default under the 2020 Acquisition Facility Agreement, and the execution and delivery of this Agreement and the Related Documents do not and will not constitute a breach of the 2020 Acquisition Facility Agreement and the CMB Loan Amendment, and consummation of the Transactions will not conflict with or result in any violation of or default under (or constitute any event that, with notice or lapse of time or both, would constitute a default under), or give rise to a right of termination, alteration, cancellation or acceleration of any obligation under the 2020 Acquisition Facility Agreement and CMB Loan Amendment.

(c) A schedule of payment obligations shall have been provided to the Buyer on or before the date hereof, which schedule truthfully and accurately sets forth each payment amounts by the Seller to CMB Lender for principal repayments and interests payments and payments of the loan management fee, guarantee and securities related costs, and other fees, costs, expenses, stamp and Taxes payable or to be paid by the Seller or its Affiliates under the 2020 Acquisition Facility Agreement (but excluding any CMB Loan Expense) covering the period from the Cutoff Date to the maturity date of the 2020 Acquisition Loan under the 2020 Acquisition Facility Agreement.

4.5 No Equity. The Purchased Assets, including those assets owned by the RW Group Members, do not include any equity interests of any Warrantors, their respective Affiliates or any other Person, other than the RW Group.

4.6 Accounts Receivable; Accounts Payable.

(a) All of the Accounts Receivable that form part of the Purchased Assets and the Accounts Receivables of the RW Group, are valid obligations arose in bona fide arm's length transactions in the Ordinary Course of the Business, and the services rendered with respect to such Accounts Receivable have been rendered to or on behalf of the account obligors, and no further filings (with Governmental Entities, insurers or others) are required to be made, and no further services are required to be rendered in order to complete the sales reflected by such Accounts Receivable. All such Accounts Receivable are valid claims of the Seller or the RW Group, as applicable, free and clear of all Liens and are not subject to any valid defense, offset or counterclaim. No such Accounts Receivable is delinquent or even if it is delinquent, such amount

is not material, or if such amount is material, such delinquency is due to payment policies of such counterparties, and will be eventually collected, to the Knowledge of the Warrantors. All allowance for doubtful accounts for such Accounts Receivables, if any, as set forth in the Financial Statements are based on reasonable assessment by the Warrantors in accordance with PRC GAAP based on the Knowledge of the Warrantors. Since the Cutoff Date, the Seller and the RW Group Members have received all such Accounts Receivable that become due and payable, in the Ordinary Course of Business.

(b) All Accounts Payable that form part of the Assumed Liabilities and the Accounts Payable of the RW Group are valid obligations and arose in bona fide arm's length transactions in the Ordinary Course of Business, and, except as otherwise set forth in the Financial Statements, no such Account Payable is delinquent in its payment or even if it is delinquent, such amount is not material, or if such amount is material, such delinquency is due to RW Group's payment policies and no counterparty has made a claim of breach of contract, and no liabilities will be incurred. Except as otherwise set forth in the Financial Statements, since the Cutoff Date, the Seller and the RW Group Members have paid all such Accounts Payable that become due and payable, in the Ordinary Course of Business.

4.7 Inventory. The Inventory that form part of the Purchased Assets and the Inventory of the RW Group that have been maintained in the Ordinary Course of Business, are new and unused (to the extent they are raw materials purchased or finished products), of good and merchantable quality, and are of the quality and condition usable, leasable or saleable in the Ordinary Course of Business, in each case in all material respects, and, are not subject to any write down or write off for obsolescence or otherwise under accounting policies and procedures maintained and applied by the Seller or any RW Group Member, as applicable, except for adequate provision for same consistent with, but in no event larger than is required, by PRC GAAP, applied consistently with the preparation of the Financial Statements. Since the Cutoff Date, no Inventory that form part of the Purchased Assets nor any Inventory of any RW Group Member has been sold or disposed of except through sales or other disposals in the Ordinary Course of Business.

4.8 Absence of Changes. During the Pre-Closing Period, except (i) as expressly permitted by this Agreement or the Related Documents, or as expressly required by applicable Law, (ii) as set forth on Section 4.8 of the Disclosure Schedule, (iii) as otherwise consented to by the Buyer in writing in advance (such consent not to be unreasonably withheld, conditioned, or delayed), or (iv) in connection with the Transactions or as contemplated herein, (a) the Business has been carried on and conducted in all material respects in the Ordinary Course of Business, (b) there has not been any Leakage in excess of $200,000 (other than the Permitted Leakage), (c) there has not been any material change, event, condition, or development Related to the Business that is, or, to the Knowledge of the Warrantors, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (d) none of the RW Group Members, the Seller or RW Holdco had taken any actions set forth under Section 6.1(b).

4.9 Taxes

(a) Except for the RW HK Unpaid Taxes with respect to the Seller as set forth in Schedule 2.3(d), each of the Seller and the RW Group Members have paid all Taxes

owed or payable by it with respect to any RW Group Member, the Business or the Purchased Assets pursuant to the technical and actual requirements as prescribed in applicable Laws. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Seller or any RW Group Members.

(b) All Tax Returns required to be filed with respect to the Seller and the RW Group Members, the Business or the Purchased Assets have been duly and timely filed (taking into account any extension of time within which to file) with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed pursuant to the technical and actual requirements as prescribed in applicable Laws, and all Taxes have been timely paid in full pursuant to the technical and actual requirements as prescribed in applicable Laws, except for any Tax being contested in good faith and reflected as a reserve for Taxes on the Financial Statements, and all such Tax Returns are true, correct and complete in all material respects and were prepared in compliance with all applicable laws and regulations;

(c) No actions for the assessment or collection of Taxes, deficiencies for any Taxes or adjustments to any Tax Return have been taken, proposed, asserted or assessed in writing against the Seller, any RW Group Member, or their respective Affiliates with respect to the Seller, any RW Group Member, the Business or any Purchased Assets by any Taxing Authority that are still pending with respect to any period for which the statute of limitations on assessment has not expired, and no written agreement or document extending, or having the effect of extending, the period of assessment or collection of any Taxes of the Seller, RW Group Members or their respective Affiliates with respect to any RW Group Member, the Business or any Purchased Assets has been filed with any Taxing Authority;

(d) There are no Liens for Taxes on the assets or properties of any RW Group Member or any of the Purchased Assets, other than Permitted Liens;

(e) Neither the Seller (in relation to the Business or the Purchased Assets) nor any RW Group Member is doing business in or engaged in a trade or business in any jurisdiction in which it has not filed all required Tax Returns, and no notice or inquiry has been received from any jurisdiction in which Tax Returns have not been filed by the Seller or any RW Group Member to the effect that the filing of Tax Returns may be required;

(f) Each of the Seller and the RW Group Members has respectively withheld all Taxes required to have been withheld in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, customer, client (or employees of customers and/or clients) or other third party, and has timely remitted and reported all withheld Taxes to the competent Taxing Authority in accordance with applicable Laws;

(g) No power of attorney with respect to any Tax matter is currently in force with respect to any RW Group Member, the Purchased Assets or the Business that would, in any manner, bind, obligate or restrict the Buyer or any RW Group Member;

(h) None of the Warrantors or RW Group Members have executed or entered into any agreement with, or obtained any consents or clearances from, any Taxing Authority, or has been subject to any ruling guidance specific to the Seller, any of RW Group

Members, the Business or the Purchased Assets that would be binding on the Buyer or any RW Group Member for any taxable period (or portion thereof) ending after the Closing Date;

(i) The Seller has given or otherwise made available to Buyer true, correct, and complete copies of all Tax Returns, examination reports and statements of deficiencies of any RW Group Member for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations has not expired;

(j) The unpaid Taxes of the Seller for each type and counterparty of such Tax, and with respect to each year or period for such specific Tax, did not and will not exceed the respective corresponding amount set forth in the RW HK Unpaid Taxes as specified on Schedule 2.3(d) (each of such cap, a "**Maximum Tax Cap**"), and the unpaid Taxes of each RW Group Member (i) did not, as of the date of the latest Financial Statements, exceed the reserves for Tax Liabilities (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) included in the latest Financial Statements and (ii) do not exceed such reserves as adjusted for the passage of time through the Closing Date in accordance with the past practices of such RW Group Member in filing their Tax Returns;

(k) All payments by, to or among the Seller, each RW Group Member and its Affiliates comply in all material respects with all applicable transfer pricing requirements imposed by applicable Taxing Authority, and each RW Group Member has otherwise complied in all material respects with applicable transfer pricing rules (including any documentation requirements), except as otherwise specified or covered in the tax indemnities (if any) pursuant to Section 7.2(a)(v) and Section 7.2(a)(iv);

(l) None of the Seller nor RW Group Members is a party to or bound by any Tax indemnity, Tax sharing or Tax allocation Contract, or any other contractual obligation to pay the Tax obligation of another Person or to pay the Tax obligations with respect to transactions relating to any other Person; and

(m) None of the RW Group Member will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing as a result of (A) any prepaid amount received or deferred revenue accrued on or before the Closing Date, or (B) a change in the method of accounting for a period ending prior to or including the Closing Date.

4.10 Litigation. Except as set forth on Section 4.10 of the Disclosure Schedule, there are no existing, or, to the Knowledge of the Warrantors, Threatened, Legal Proceedings against any of the Seller or RW Group Members or any of their respective Affiliates that are Related to the Business, related to the Purchased Assets, relating to any RW Group Member or that challenge or seek to prevent the Transactions. There are no outstanding Orders against the Seller, any RW Group Member or any of their Affiliates that are Related to the Business, the Purchased Assets or relating to a RW Group Member. None of the Seller nor RW Group Members have received written notice of any, and to the Knowledge of the Warrantors, there is no, investigation, review pending or Threatened by any Governmental Entity with respect to the Seller related to any of the Purchased Assets or the Business or to any RW Group Member.

4.11 Compliance with Laws.

(a) Except as set forth in Section 4.11(a) of the Disclosure Schedule, (i) the Seller and RW Group Members are and since January 1, 2020 have been, in compliance in all material respects with all Laws applicable to the Business and the Purchased Assets, and (ii) each RW Group Member is and has been since January 1, 2020 in compliance in all material respects with all applicable Laws. To the Knowledge of the Warrantors, no facts or circumstances exist which will cause the Seller or any RW Group Member to violate or fail to comply in any material respect with any such Laws in the future, except for the violation or failure to comply with any new Laws or change of any Laws promulgated after the date hereof. No notice has been received by the Warrantors or RW Group Members from any Governmental Entity, alleging that any Seller, RW Group Member is not in compliance in any material respect with any Law. Neither the Seller, nor any RW Group Members are subject to any investigation, to the Knowledge of the Warrantors, or other proceeding by a Governmental Entity with respect to violations of any Laws applicable to the Business, any RW Group Member or the Purchased Assets, nor is there any basis for any such investigation or proceeding.

(b) Neither the Warrantors nor RW Group Members, nor, to the Knowledge of the Warrantors, any of their respective officers, directors, employees (including the Business Employees and the US Consultants) or Affiliates, during the period of their tenure with the Warrantors or respective Affiliates, (i) is a Sanctioned Person or (ii) is subject to any pending or Threatened litigation or claims with respect to Sanctions. To the Knowledge of the Warrantors, the Warrantors and each Affiliate thereof, is in compliance, in all material respects, with all applicable Import and Export Laws with respect to the Business. To the Knowledge of the Warrantors, each RW Group Member is in compliance, in all material respects, with all applicable Import and Export Laws. None of the Warrantors, RW Group Members or any of their respective Affiliates have, for the past five (5) years, engaged in, nor is currently engaging in, any dealings or transactions with any Person that at the time of dealing or transaction, to the Knowledge of the Warrantors, is or was subject to or the target of Sanctions administered or enforced by any applicable Governmental Entity. Without limiting the foregoing, there have been no claims, nor are there any pending claims of which any of the Warrantors, RW Group Members or their respective Affiliates has received written notice or, to the Knowledge of Warrantors, claims Threatened by any Governmental Entity of potential violations against the Warrantors, RW Group Member or any of their respective Affiliates with respect to compliance with applicable Import and Export Laws.

(c) Each Warrantor, RW Group Member and, to the Knowledge of the Warrantors, their respective officers, directors, employees (including the Business Employees and the US Consultants) or Affiliates (in their capacities as such), during the period of their tenure with the Warrantors or respective Affiliates, are in compliance in all material respects with the applicable Anti-Money Laundering Laws in all jurisdictions in which the Business is conducted or in which such RW Group Member operates or conducts business.

(d) There are no export control restrictions applicable to the Automotive Network Access Devices in any jurisdiction which any RW Group Member operates and exports to, including but not limited to Hong Kong, China, France, Germany, Republic of Korea, and Japan.

4.12 Employee Benefits.

(a) Section 4.12(a) of the Disclosure Schedule contains a true and complete list of all employee benefit plans, agreements, or other arrangements involving compensation (other than workers' compensation, unemployment compensation, employment related insurance or other compensation mandatorily required by applicable Laws and other government programs), employment, severance, consulting, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits, deferred compensation, profit-sharing, bonuses, stock options, stock appreciation rights, other forms of incentive compensation, post-retirement insurance benefits, or other benefits, in each case, covering Business Employees (all of the foregoing collectively, the "**Seller Benefit Plans**"). Current and complete copies of all Seller Benefit Plans have been made available to the Buyer.

(b) With respect to each Seller Benefit Plan, all contributions (including all employer contributions and employee salary reduction contributions), distributions, reimbursements and premium payments that are due have been timely made and all contributions, distributions, reimbursements and premium payments for any period ending on or before the Closing Date that are not yet due have been made or properly accrued.

(c) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (either alone or in conjunction with any other event, such as termination of employment or service) (i) give rise to any Liability or payment becoming due to any current or former employee, officer, director or other service provider of any Seller or RW Group Member under any Seller Benefit Plan or otherwise, including liability for severance pay, unemployment compensation, termination pay or withdrawal liability, (ii) increase any compensation or benefits otherwise payable under any Seller Benefit Plan to any current or former employee, officer, director or other service provider of any Seller or RW Group Member, or (iii) result in any acceleration of the time of payment, funding or vesting of any such compensation or benefits.

(d) Except as disclosed on Section 4.12(a) of the Disclosure Schedule, no Seller or RW Group Member has any formal plan or has made any promise to improve or change the benefits provided under any Seller Benefit Plan to any Business Employee.

(e) Each Seller Benefit Plan is being, and has been, conducted in compliance with applicable Law in all material respects.

4.13 Employee and Labor Matters.

(a) Section 4.13(a) of the Disclosure Schedule sets forth a true and complete list of Business Employees, together with their names, position and titles, hire dates, location of employment, current rate of compensation (including salaries or hourly rate of pay, commissions, bonus and incentive compensation, if any), participation in health, welfare and retirement plans, and in the case of an employee, whether such employee is absent from active employment and, if so, the date such employee became inactive, the reason for inactive status and, if applicable, the anticipated date of return to active employment. The Warrantors shall provide

Buyer with an updated version of Section 4.13(a) of the Disclosure Schedule to reflect any changes thereto that are made in accordance with this Agreement, if any, prior to the Closing.

(b) Except as set forth on Section 4.13(b) of the Disclosure Schedule (i) neither Seller nor any of the RW Group Members have entered into or is party to, bound by, or otherwise subject to any collective bargaining agreement or any other labor-related agreements or agreements with any labor union, labor organization or works council; there are no labor agreements, collective bargaining agreements or any other labor-related agreements or arrangements that pertain to any of the Business Employees; and there are no ongoing, there have been no, and there have not been any Threatened union organizational or decertification activities respecting such employees since January 1, 2020; (ii) the Seller and the RW Group Members have satisfied any pre-signing, legal or contractual requirement to provide notice to, or to engage in any bargaining or consultation with, any labor union, labor organization or works council, which is representing any Business Employee, in connection with the execution of this Agreement or the transactions contemplated by this Agreement; (iii) to the Knowledge of the Warrantors, there is no labor strike, material labor dispute, or concerted work stoppage currently pending or Threatened with respect to any Business Employees, and no Seller or RW Group Member have experienced any labor strike or material concerted labor dispute in the past two (2) years with respect to the Business or any RW Group Member; (iv) to the Knowledge of the Warrantors, there is no and there has been no unfair labor practice charge or complaint, labor grievance or arbitration pending related thereto, Threatened against the Seller or any RW Group Members since January 1, 2020.

(c) All Business Employees have entered into employment agreements with a RW Group Member. With respect to the Business Employees, each of the Seller and the RW Group Members is, and during the past five years has been, in compliance in all material respects with all Laws regarding employment or labor matters, including provisions thereof relating to terms and conditions of employment, employee classification under wage and hour lases, the classification of independent contractors and consultants, discrimination, harassment, retaliation, workplace safety, equal pay, employee health and safety and immigration. Each of the Seller and the RW Group Member is, and during the past five years has been, in compliance in all material respects with employment related contracts with any Business Employee and policies applying to any Business Employee to which it is a party or by which it is bound.

(d) Each Seller, RW Group Member has paid all wages, salaries, bonuses, commissions, wage premiums, severance and other compensation including any statutory long service payment that has become due and payable to the Business Employees pursuant to applicable Law, contract or employment policy.

(e) On the Closing Date, each of the Core Management shall have entered into non-compete agreements with the RW Group in form and substance to the satisfaction of the Buyer.

(f) To the extent any Business Employee is subject to a non-competition, non-solicitation, confidentiality or invention assignment agreement with any Seller or RW Group Members, to the Knowledge of the Warrantors, no Business Employee is in any respect in violation of any term of any employment agreement, confidentiality or invention assignment agreement, common law nondisclosure obligation, non-competition agreement, non-

solicitation agreement, restrictive covenant or other obligation: (i) to the Seller or any RW Group Member or (ii) to a former employer of any such employee relating to the right of any such employee to be employed by the Seller or any RW Group Member or to the knowledge or use of trade secrets or proprietary information.

(g) As of the Closing Date, (i) the Fibocom Secondees have terminated their employment agreements with the RW Group Members and entered into new employment agreements with a member of the Warrantor Group (excluding RW Group Members and the Seller) at no liabilities or cost to the RW Group or the Seller; and (ii) the Transferred Employees have terminated their employment agreements with a member of the Warrantor Group and entered into new employment agreements with the RW Group under the same terms and conditions as their respective previous employment agreement with the member of the Warrantor Group at no additional Liabilities or cost to the RW Group.

4.14 Permits; Product Certification.

(a) The Seller holds all permits, licenses, approvals, waivers, certifications and authorizations of and from, and have made all declarations and filings with, all Governmental Entities (collectively, "**Permits**") that are necessary to conduct the Business and each RW Group Members holds all Permits necessary to conduct its Businesses. Section 4.14(a) of the Disclosure Schedule contains a true, accurate and complete list of all such Permits, including setting out a true, accurate and complete list of all Permits held by each RW Group Member and the Seller, if any, in connection with the product certifications of the Automotive Network Access Devices. Except as set forth in Section 4.14(a) of the Disclosure Schedule, (a) all such Permits are in full force in effect; (b) all charges and fees with respect to such Permits that are due and payable have been paid in full (or will be paid in full prior to Closing); (c) the Seller and the RW Group Members have been in compliance in all material respects with the terms and conditions of any Permits; and (d) there is no pending or, to the Knowledge of the Warrantors, Threatened, application or pleading with any Governmental Entity that challenges or questions the validity of any rights under any such Permit.

(b) All product certifications for Automotive Network Access Devices with any Governmental Entities or other industry certification institutions necessary for the Business are duly registered, filed or otherwise recorded under the name of RW Lux, and are sufficient for the business of the RW Group as conducted prior to the Closing without any further registration, filing or other administrative proceedings. Any and all product certifications for Automotive Network Access Devices previously registered, filed or otherwise recorded under the name of the Seller are (i) deregistered, cancelled or removed from the name of the Seller, and (ii) newly registered, filed or otherwise recorded under the name of RW Lux.

4.15 Real Property.

(a) Neither the Seller nor any of the RW Group Members own any real property. Neither the Warrantors nor Affiliate of the Warrantors own any real property in respect of the Business and no title to real property is included in the Purchased Assets, except for those leased by each of the members of the RW Group, which will be effectively acquired by the Buyer by way of acquisition of the Purchased Shares.

(b) Section 4.15(b) of the Disclosure Schedule contains a complete and correct list of all real property leased or occupied by (i) each RW Group Member or (ii) the Warrantors or any of their Affiliates that are Related to the Business and/or any RW Group Member (collectively, the "**Leased Real Property**"). The Seller has provided to Buyer true, correct and complete copies of each of the leases relating thereto (collectively, the " **Leases**") prior to the date of this Agreement and such Leases have not been amended or modified since.

(c) Each Lease is a legal, valid and binding obligation of the Seller or RW Group Members, as applicable, and of each counterparty thereto, and is enforceable in accordance with its terms against such Seller or RW Group Members (as applicable) and the other party thereto.

(d) Each Seller or RW Group Members (as applicable), and each of the other parties thereto, has performed in all material respects all material obligations required to be performed by it under each Lease, and no Seller or RW Group Members, or any other party thereto is in breach of or in default in any material respect under any such Lease.

(e) To the Knowledge of the Warrantors, there is no written or oral subleases, concessions or other contracts granting to any Person other than a Seller or a RW Group Member the right to use or occupy any Leased Real Property.

(f) There are no outstanding options or rights of first refusal to purchase all or a portion of such Leased Real Property.

(g) The Seller or RW Group Member as party to any Lease, as applicable, has a valid leasehold interest in such Leased Property, enjoys peaceful and undisturbed possession under such Lease, and there are no disputes with respect to such Leases.

(h) Neither the Warrantors, RW Group Member nor any Affiliate has collaterally assigned or granted any other security interest in such Leases or any interest therein. Neither the Warrantors, RW Group Member nor any Affiliate thereof has given any notice of any landlord under any Lease indicating that it will not be exercising any extension or renewal options under such Lease.

(i) All buildings, structures, fixtures and building systems included in the Leased Real Property are in material respects in good condition and repair, subject to normal wear and tear, and are adequate and suitable for the purposes for which they are presently being used or held for use and the continued operation of the Business following the Closing in the same manner as currently conducted.

(j) Neither the Warrantors nor any RW Group Member has received any notification of and the Warrantors have no Knowledge of, any material outstanding or incomplete work orders, deficiency notices or notices of encroachment relating to any of the Leased Real Property.

4.16 Intellectual Property.

(a) Section 4.16(a) of the Disclosure Schedule sets forth a true, correct and complete list of (i) all Registered Intellectual Property, specifying as to each, to the extent applicable, the patent/design type, title, grant status, jurisdiction of registration or application, file date, grant date, expiry date, registration or application number, and owner; (ii) all IP License Agreements, specifying as to each, the Intellectual Property involved ("**Licensed Intellectual Property**"), the origin and the owner of the Licensed Intellectual Property, and the nature of the license or granted right; and (iii) all Intellectual Property owned or purported to be owned by the RW Group Members, whether or not used or Related to the Business.

(b) The Intellectual Properties listed in Section 4.16(a) of the Disclosure Schedule, together with Other Intellectual Property owned by the RW Group, and Licensed Remainder IPs to be licensed to the Buyer or RW Group Members under Section 6.5 of this Agreement at the Closing (the "**Business Intellectual Property**") constitute all Intellectual Property necessary and sufficient for the continued operation of the Business by the Buyer following the Closing in substantially the same manner as the Business is being conducted as of the date hereof and as of immediately prior to the Closing. All Registered Intellectual Property, including registered patents, patent applications or trademarks, that are used and necessary for the operations of the RW Group as of the Closing, are either registered to be owned by or duly licensed to the RW Group Members, or will be otherwise transferred or licensed to RW Group pursuant to this Agreement or the Related Documents (including the Remainder IPs).

(c) RW Group is the sole and exclusive legal and beneficial owner, and with respect to the Registered Intellectual Property, record owner, of all right, title and interest in and to, or the holder of a valid license to or other right to use, the Business Intellectual Property, and has the valid and enforceable right to use all the Business Intellectual Property for the Business as currently conducted free and clear of any Liens.

(d) The Warrantors and the RW Group members are, and have been, in compliance in all material respects with and have not breached, violated or defaulted under, or received notice that they have breached, violated or defaulted under, any of the terms or conditions of any IP License Agreement, and there is no event or occurrence that would reasonably be expected to constitute such a breach, violation or default (with or without the lapse of time, giving of notice or both). Each IP License Agreement is in full force and effect, and no party obligated to any Seller or any RW Group member is in material default thereunder.

(e) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, the Buyer's or RW Group's right to own or use any Business Intellectual Property in the conduct of the Business as currently conducted. Immediately following the Closing, all Business Intellectual Property will be owned or available for use by Buyer on terms as they were owned or available for use by the Seller immediately prior to the Closing.

(f) All of the Business Intellectual Property are valid and enforceable, and all registrations for Business Intellectual Property are subsisting and in full force and effect.

The Warrantors and the RW Group has taken all necessary steps to maintain and enforce the Business Intellectual Property and to preserve the confidentiality of all trade secrets included in the Business Intellectual Property, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. All required filings and fees due and payable related to the registration of Business Intellectual Property have been timely submitted with and paid to the relevant Governmental Entities and authorized registrars.

(g) The conduct of the Business as currently and formerly conducted, including the use of the Business Intellectual Property in connection therewith, and the products, processes, and services of the Business have not materially infringed, misappropriated or violated and will not infringe, misappropriate, or otherwise violate the Intellectual Property or other rights of any other Person. And the Business Intellectual Property has not been used or enforced or failed to be used or enforced by the Seller or RW Group in a manner that would reasonably be expected to result in their abandonment, cancellation or unenforceability. To the Knowledge of the Warrantors, no other Person is or has been, materially infringing, misappropriating or otherwise violating any Business Intellectual Property.

(h) There are no Legal Proceeding (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any material infringement, misappropriation, or other violation of the Intellectual Property of any Person by any Seller or any RW Group Member in the conduct of the Business or operation; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any Business Intellectual Property; or (iii) by the Seller, RW Group Members or any other Person alleging any material infringement, misappropriation, or other violation by any Person of any Business Intellectual Property. The Warrantors are not aware of any facts or circumstances that could reasonably be expected to give rise to any such Legal Proceeding. To the Knowledge of the Warrantors, the Seller and the RW Group Members are not subject to any outstanding or prospective Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the use of any Business Intellectual Property.

(i) The Seller and the RW Group have not used, combined or distributed any software owned or purported to be owned by them that is included in the Business Intellectual Property with any Open Source Software subject to license agreements that require such proprietary software or modifications or derivative works thereof, be made available or distributed in source-code form or be licensed for the purpose of preparing derivative works or distribution at no fee. The Seller', or the RW Group's use or distribution of each component of Open Source Software in connection with the Business complies in material respects with all provisions of all applicable Open Source Software license agreements, including all notice and attribution requirements, and in no case does such use or distribution grant (or purport to grant) any rights or immunities to any third party under the Business Intellectual Property or create (or purport to create) any obligations or restrictions for the Seller or the RW Group with respect to any Business Intellectual Property.

(j) All Persons (including the Business Employees, the US Consultants, former employees, current and former officers, directors, consultants, independent contractors of the RW Group) who have, in whole or in part, designed, created, invented, developed or modified

any Business Intellectual Property have executed an agreement which is protective of the confidentiality and exclusive ownership of proprietary property of RW Group, including having irrevocably assigned all intellectual property rights to the Business Intellectual Property to RW Group Members. Without limiting the foregoing, no such Person owns or has any rights, including the right to assert any Moral Rights, in or to any Business Intellectual Property.

(k) None of the Seller, RW Group Members or any of their respective Affiliates, nor any Person acting on their behalf, has disclosed, delivered or licensed to any Person, agreed to disclose, deliver or license to any Person or permitted the disclosure or delivery to any escrow agent or other Person of any source code to the Business Intellectual Property.

(l) The Business Employees, along with the Purchased Assets, will have the necessary and sufficient skills, knowledge, expertise, tools and resources to provide all necessary support, maintenance, configuration, adaption, bug-fixes, updates, upgrades and custom development and enhancements (such activities, collectively, the " **Support and Maintenance Services**") to and for the software that is Business Intellectual Property, in each case, at no less the quality and standard at which the Business substantially received such Support and Maintenance Services prior to the Closing Date.

(m) To the Knowledge of the Warrantors, no portion of the Business Intellectual Property contains any disabling mechanism, harmful code or protection feature designed to prevent its use that may be used to access, modify, replicate, distort, delete, damage or disable the Business Intellectual Property or Buyer's computer systems or other software or hardware.

(n) All parts of the Intellectual Property or Licensed Intellectual Property of the Seller that have been licensed or made available to any third party under any Contract by the Seller forming part of the Purchased Assets have been assigned to a RW Group Member through a Novated or Assigned Contract or licensed to a RW Group Member.

4.17 Privacy Law Compliance. The Business and RW Group are being, and have been, operated in compliance in all material respects with all applicable anti-spam, privacy and data protection Law (collectively, "**Privacy Law**"), Contractual and fiduciary obligations and the Seller' or RW Group's own privacy policies. Any data or information forming part of the Purchased Assets or processed by any RW Group Member will only contain information and data in respect of which the Seller or the RW Group Members have obtained all applicable consents and permissions and otherwise have all authority, in each case as required by Privacy Law, to enable the Buyer to make use of such information and data to continue operating the Business and the RW Group in substantially the same manner prior to the Closing Date.

4.18 Material Contracts.

(a) Section 4.18(a) of the Disclosure Schedule contains a true, correct and complete list, as of the date hereof, of all Material Contracts (as defined below). The term "**Material Contracts**" means (A) all Assigned or Novated Contracts listed in Schedule 2.1(d), and (B) all of the following types of Contracts to which the Seller or any RW Group Member is a party or by which the Seller or any RW Group Member is bound to the extent related to the Business:

(i) Contracts (or group of related agreements with respect to a single transaction or series of related transactions) that involve future payments, performance of services or delivery of goods or materials of any amount or value reasonably expected to exceed $100,000 in any future twelve (12)-month period;

(ii) Contracts with a Business Employee with a base annual salary or compensation in excess of $100,000 from the Seller or any RW Group Member, and any other agreement (other than an employment agreement) with any Business Employee, including any change in control or retention agreements;

(iii) Contracts with independent contractors or consultants (or similar arrangements) that involve annual compensation in excess of $100,000 or are not cancelable without penalty without more than thirty (30) calendar days' notice;

(iv) Contracts that contain provisions granting exclusive rights, rights of first refusal, rights of first negotiation or similar rights to any Person;

(v) Contracts providing for any commission, bonus or other incentive compensation to any Person based upon sales or other performance measures pursuant to which aggregate payments in respect of the fiscal year ended December 31, 2023 or any future year could reasonably be expected to exceed $100,000;

(vi) Contracts not otherwise set out on Section 4.18(a) of the Disclosure Schedule requiring severance, retention, termination, change of control or similar notice, approval or payments in connection with the Transactions;

(vii) Contracts Related to the Business Intellectual Property, including but not limited to licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue and permissions;

(viii) mortgages, indentures, security agreements, notes or loan agreements evidencing any Indebtedness in excess of $500,000 and any guarantees of the obligations of a third party;

(ix) all franchise, distributorship, partnership, cooperative arrangement or joint venture agreements or other agreements involving a sharing of profits and losses by the Seller or RW Group Member with any other Person;

(x) Contracts for the purchase or sale of materials, supplies, products or services, that are not terminable on notice of not more than 30 days without penalty or further payment and under which the amount that would reasonably be expected to be paid or received exceeds $500,000 per annum;

(xi) Contracts with any labor union of employees;

(xii) Contracts limiting or restraining any Person from engaging or competing in any material respect in any material lines of business with any Person;

(xiii) Contracts limiting or restraining the Seller or any RW Group Members from competing in any geographic area, acquiring goods or services from any supplier, establishing the prices at which it may sell any goods or services, selling goods or services to any customer or potential customer, transferring or moving any of its assets or operations, containing any minimum purchase or sale requirements, or containing any "key man" or similar provisions;

(xiv) Contracts involving either (A) the purchase or sale of (1) the capital stock or other equity interests of, or (2) substantially all or substantially all of the assets of, another Person, or (B) a merger, consolidation, reorganization or joint venture with another Person;

(xv) Contracts with any Governmental Entity;

(xvi) Contracts with any Affiliate;

(xvii) Contracts relating to the settlement of any Legal Proceeding since the establishment of the RW Group and the Seller;

(xviii) all Leases;

(xix) other than the Leases, (A) all agreements under which the Seller or RW Group Member is a lessee of or holds or operates tangible property owned by any other Person, and (B) all agreements under which the Seller or RW Group Member is a lessor of or permits any Person to hold or operate any tangible property owned or controlled by the Seller or RW Group Member;

(xx) Contracts with the top 10 customers as set forth in Section 4.21(a) of the Disclosure Schedule, and with the top 10 suppliers as set forth in Section 4.21(b) of the Disclosure Schedule;

(xxi) any agreement with any current customer or client of the Seller or RW Group Member that contains most favored customer pricing provisions;

(xxii) any powers of attorney with respect to the Business or any Purchased Assets, or of any RW Group Member;

(xxiii) any Contract entered into not in the Ordinary Course of Business; and

(xxiv) any Contract other than those described in Sections 4.18(a)(i) – (xxiii) involving aggregate payments in excess of $500,000 annually, to be made by or to (A) the Seller or any of its Affiliates (primarily in connection with the Business) or (B) any RW Group Member.

(b) The Warrantors have furnished or made available to the Buyer, prior to or on the Closing Date, true, complete and correct copies of the Material Contracts as in effect on the date hereof, including, for the avoidance of doubt, any amendments, supplements, consents or waivers thereto or thereof. Each Material Contract is in full force and effect and is the valid and binding obligation of the Seller or RW Group Member thereto, enforceable in accordance with its

terms against the Seller or RW Group Member, and against the other parties thereto. None of the Seller, RW Group Members nor, to the Knowledge of the Warrantors, any other party thereto, is in material breach or default under any Material Contract and neither the Seller nor RW Group Members has received any written notice of termination, cancellation, breach or default under any Material Contract, and the execution and delivery of this Agreement and the Related Documents do not and will not constitute a material breach of any Material Contract. No event or condition after notice or lapse of time or both, could constitute a material breach of or material default under any Material Contract by any of the Seller, RW Group Members or, to the Knowledge of the Warrantors, any other party thereto.

(c) The Warrantors shall have exerted reasonable efforts to novate and assign all Contracts Related to the Business, whether in the form of purchase orders or written contracts, entered into between any Warrantor, on the one hand, and its customers, distributors, suppliers, licensors and service providers Related to the Business (the "**Business Counterparties**"), on the other hand, to RW Lux or a RW Group Member designated by the Buyer on or before the Closing Date (the "**Business Contracts**"). To the extent such Business Counterparties agree to novate and assign such Business Contracts, such Contracts shall be deemed as Assigned or Novated Contracts, and have been, or will be, novated or assigned to RW Lux or a RW Group Member designated by the Buyer on or before the Closing Date. Except as disclosed in Section 4.18(c) of the Disclosure Schedule, to the extent such Business Counterparties refuse (or impose conditions not commercially reasonable) to grant a consent for novation or assignment of such Contracts after the Seller having exerted reasonable efforts, the Warrantors shall continue to perform such Contracts until their expiry (the "**Non-Assignable Contracts**"), and the Warrantors shall have caused such Business Counterparties to enter into new Contracts with RW Lux or a RW Group Member designated by the Buyer on or before the Closing Date, the terms and conditions of which shall be the same or similar to the terms and conditions of the existing terms and conditions such Business Counterparties have with the Seller.

(d) A true, accurate and complete accounts of all Accounts Receivable that are not assigned or assignable to the RW Lux or a RW Group Member before the Closing under the Business Contracts (including both the Assigned or Novated Contracts and the Non-Assignable Contracts) shall have been provided by the Seller to the Buyer before the Closing, by way of being included in the Closing Accounts Receivable as part of the Preliminary Closing Statement (the "**Retained Account Receivable**"), which shall be handled pursuant to Section 2.9 as Non-Assignable Assets and pursuant to Section 6.19(a) after the Closing.

4.19 Insurance.

(a) The Seller and/or the RW Group maintain insurance coverage with reputable insurers in such amounts and covering such risks as are in accordance with normal industry practice with respect to the Business and the RW Group. Section 4.19(a) of the Disclosure Schedule contains a list of (i) all policies of fire, liability, workers' compensation, director & officer liability, property, casualty and other forms of insurance owned or held by the Seller or RW Group Members covering the Business, the RW Group Members, the Purchased Assets or the Assumed Liabilities as of the date of this Agreement (collectively, the "**Insurance Policies**"), including the insurer, policy name, the scope (including an indication of whether the coverage is a claims made, occurrence or other basis) and the date through which coverage is scheduled to

continue pursuant to the terms thereof, and (ii) with respect to the Business, the Purchased Assets, the RW Group and the Assumed Liabilities, (A) all pending claims under the Insurance Policies and (B) all claims in excess of $100,000 made under the Insurance Policies during the two year period prior to the date of this Agreement.

(b) Neither the Seller nor any RW Group Member have made any claim Related to the Business, RW Group Members, the Purchased Assets or the Assumed Liabilities under any of the Insurance Policies during the two year period prior to the date of this Agreement with respect to which an insurer has, in a written notice to the Seller or any RW Group Member, questioned, denied or disputed or otherwise reserved its rights with respect to coverage; and, to the Knowledge of the Warrantors, no insurer has threatened to cancel any of the Insurance Policies or provided any written notice of any material increase of premiums with respect to, or cancellation or non-renewal of, any of the Insurance Policies.

4.20 Environmental Matters.

(a) Each RW Group Member and, with respect to activities relating to the Business, the Seller: (i) are, and have been, in material compliance with all Environmental Laws applicable to such RW Group Member, the businesses of such RW Group Member and the conduct and operation of the Business, (ii) have not received any written notice, demand, letter, claim or request for information alleging that it is in material violation of or liable under any Environmental Law applicable to the conduct and operation of the businesses of such RW Group Member or the Business, and (iii) are not subject to any Order of any Governmental Entity concerning liability under any Environmental Law.

(b) No Hazardous Substance is, or has been, present at any of the Leased Real Property as a result of the activities of the Warrantors or any RW Group Member in amount or condition that would reasonably be expected to result in material liability under any applicable Environmental Law.

(c) None of the RW Group Members and, with respect to the Business, the Warrantors and their respective Affiliates have transported or arranged for the treatment, storage, handling, or disposal of any Hazardous Substance to any off-site location that would reasonably be expected to result in a material claim under Environmental Laws against such Person.

4.21 Suppliers and Customers.

(a) Section 4.21(a) of the Disclosure Schedule sets forth a list of the ten (10) largest customers of the Business on a consolidated basis as measured by the aggregate amount of revenue received by the Business from such customers for the fiscal year ending December 31, 2023 and for the four-month period ending April 30, 2024.

(b) Section 4.21(b) of the Disclosure Schedule sets forth a list of the ten (10) largest suppliers of the Business on a consolidated basis as measured by the aggregate amount of expenses accrued by the Business with respect to payments to such suppliers for the fiscal year ending December 31, 2023 and for the four-month period ending April 30, 2024.

(c) No customer or supplier listed on Sections 4.21(a) or 4.21(b) of the Disclosure Schedule has notified the Seller or any of the RW Group Members in writing or orally that (i) it has or intends to stop or materially decrease the rate of business to be done with the Business, or (ii) it has or intends to materially change its relationship with the Seller or any RW Group Members, including without limitation the price at which it sells to or purchases from, as applicable, the Business on a consolidated basis. The Seller and RW Group Members are not involved in any material dispute or controversy with any of the customers or suppliers listed on Sections 4.21(a) or 4.21(b) of the Disclosure Schedule. To the Knowledge of the Warrantors, the Seller has no reason to believe that the benefits of any relationship with any of the customers or suppliers listed on Sections 4.21(a) or 4.21(b) of the Disclosure Schedule will not continue after the Closing Date in substantially the same manner as of the date hereof. None of the Warrantors or any RW Group Members have received notice of the bankruptcy, insolvency, winding-up or similar (or proceedings in respect thereof) of any such customer or supplier listed on Sections 4.21(a) or 4.21(b) of the Disclosure Schedule.

4.22 Product Recall, Liability and Warranty.

(a) Except as set forth on Section 4.22(a) of the Disclosure Schedule, the Seller and the RW Group Members (1) have not manufactured, sold or supplied Automotive Network Access Devices or provided services in relation to Automotive Network Access Devices that contained any material defect in the design or manufacturing of such product or that did not comply in material respects with (a) any representations, warranties, assurances or other contractual commitments or contractual obligations with respect to the design, quality, condition or specification of any Automotive Network Access Devices (the "**Product Warranties**") or (b) any applicable Laws and required Permits, and (2) have not received written notice of, and to the Knowledge of the Warrantors, there is no pending or Threatened Legal Proceeding by any Governmental Entity concerning any defect in the design or manufacturing of any Automotive Network Access Devices developed, designed, manufactured, sold, provided or placed in the stream of commerce by or on behalf of the Seller or the RW Group Members in relation to Automotive Network Access Devices within the past five years. To the Knowledge of the Warrantors, there are no defects in design, construction or manufacture of Automotive Network Access Devices designed, constructed or manufactured by the Seller or the RW Group Members that would reasonably be expected to create an unusual risk of injury to persons or property, and, except as set forth on Section 4.22(a) of the Disclosure Schedule, no Automotive Network Access Devices manufactured and sold by the Warrantors, RW Group Members or any of their respective Affiliates in relation to the Business have been the subject of any legally mandated recall or voluntary product recall. To the Knowledge of the Warrantors, no facts or conditions exist that would reasonably be expected to result in any such legally mandated or voluntary product recall of the Automotive Network Access Devices. Products and services that the Seller or the RW Group Members have designed, manufactured, sold, supplied or provided in relation to the Business which any such Seller or the RW Group Member commits to deliver so as to meet and comply in all material respects with any governmental standards and specifications or Laws currently in effect have been designed, manufactured, labeled and/or provided in a manner that complies with such commitments.

(b) True, accurate, and complete copies of Product Warranties in relation to Automotive Network Access Devices have been provided to the Buyer prior to or on

the Closing Date. Except for the Product Warranties or as imposed by Law, there are no representations, warranties, assurances or other contractual commitments or contractual obligations with respect to the return, repair or replacement of any Automotive Network Access Devices.

(c) Section 4.22(c) of the Disclosure Schedule sets forth the aggregate payout and replacement costs incurred and reserves for each of the Product Warranties in connection with the Business for each of and as of the three (3) fiscal years ended December 31, 2023.

4.23 Affiliated Transactions.

(a) The intragroup accounts statement on Section 4.23(a) of the Disclosure Schedule (the "**Intragroup Accounts Statement**") sets out the true, accurate and complete accounts of all Non-Operational Indebtedness, (i) between the RW Group, on the one hand, and each of the Warrantors and each of their Affiliates (except for the RW Group Members), on the other hand, (ii) between the Seller, on the one hand, and each of Fibocom, RW Holdco and each of their Affiliates (except for the Seller and the RW Group Members), as of December 31, 2023.

(b) Immediately before the Closing, except as set forth under the Intragroup Accounts Statement and except for the Shared Contracts, there are no Contracts among each of the Warrantors and the RW Group (as a whole), and their respective Affiliates.

(c) Immediately before the Closing, except for the Purchased Seller AR From RW, the net amount of all Non-Operational Indebtedness:

(i) between the RW Group, on the one hand, and each of the Warrantors and each of their Affiliates (except for the WR Group Members), on the other hand, shall be nil ($0); and

(ii) between the Seller, on the one hand, and each of Fibocom, RW Holdco and each of their Affiliates (except for the Seller and the RW Group Members), on the other hand, shall be nil ($0).

(d) During the period between the Cutoff Date through the Closing Date, except for the purchase and sale of the Automotive Network Access Devices or any raw materials, components or parts thereof in the Ordinary Course of Business, and except for the Intragroup Indebtedness Clearance Transactions, Permitted Leakages or any other transactions otherwise provided in this Agreement and the Related Documents, as described under Section 6.17, there have been no transactions of whatever nature between or among (i) the RW Group on the one hand, and each of the Warrantors on the other hand, (ii) Fibocom or any of its Affiliates (other than the Seller and the RW Group) on the one hand, and the Seller on the other hand, and (iii) the Seller on the one hand, and the RW Group on the other hand, or adjustment of financial statements in connection with or for the purpose of any such transactions, other than those transactions agreed or ratified by the Buyer in writing.

(e) No directors, officers and senior managers of any Warrantor Group Members or any RW Group Members has any direct or indirect interest in or other business relationship or arrangement with any Person that does business with the Warrantors, RW Group Members or their respective Affiliates in connection with the operations of, or is competitive with, the Business or has any right or claim against the Warrantors, RW Group Members or their respective Affiliates, or any of their respective assets in connection with the Business.

4.24 Brokers and Finders. The Seller has not employed any broker or finder in connection with the Transactions.

For the avoidance of doubt, if any representations and warranties under this Article IV refer to a period of time where the subject Person to which such representations and warranties pertain is not in existence, such representations and warranties shall be deemed to be pertaining to the Person from whom the subject Person acquired the assets and liabilities in the Sierra Wireless Transaction, and the conditions or state of affairs so represented and warranted shall be deemed to be pertaining to such Person of the Sierra Wireless Group prior to the closing date of the Sierra Wireless Transaction.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that the statements contained in this Article V are true and correct as of the date of this Agreement and as of immediately prior to the Closing on the Closing Date:

5.1 Organization. The Buyer is a corporation, validly existing and in good standing under the Laws of the jurisdiction of its incorporation, and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted. Authorization. The Buyer has all requisite power and authority to enter into this Agreement and the Related Documents to which the Buyer is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery by the Buyer of this Agreement and the Related Documents to which it is a party, the Buyer's performance hereunder and thereunder, and the consummation by the Buyer of the Transactions, has been duly authorized. This Agreement and the Related Documents to which the Buyer is a party have been duly executed and delivered by the Buyer and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) constitutes, or will constitute, the legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency or similar Laws affecting the enforcement of creditors rights generally or by general principles of equity (whether considered at law or in equity).

5.3 Conflicts, Consents.

(a) The execution, delivery and performance by the Buyer of this Agreement and each Related Document to which the Buyer is a party and the consummation by the Buyer of the Transactions, do not conflict with or result in any violation of or default under (or constitute any event that, with notice or lapse of time or both, would constitute a default under),

or give rise to a right of termination, alteration, cancellation or acceleration of any obligation under, any provision of (i) the Buyer's Governing Documents, (ii) any material Contract to which the Buyer is a party or by which the Buyer may be bound, (iii) or any Law applicable to the Buyer.

(b) No Consent of or with any Governmental Entity or third Person is required to be obtained or made by the Buyer in connection with the execution and delivery by the Buyer of this Agreement, each Related Document to which the Buyer is a party or the consummation by the Buyer of the Transactions except for any such Consents where the failure to obtain such Consents**,** either individually or in the aggregate, would not reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the Transaction.

5.4 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Buyer, Threatened against the Buyer, that could reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the Transactions.

5.5 Brokers and Finders. The Buyer has not employed any broker or finder in connection with the Transactions.

5.6 Sufficient Funds. At the Closing, the Buyer will have sufficient funds available to pay the Closing Cash Consideration and any other fees and costs payable or to be paid by the Buyer under this Agreement and the Related Documents.

ARTICLE VI
COVENANTS

6.1 Conduct of the Business.

(a) From the date hereof to the Closing, the Seller shall, and shall cause each RW Group Member to conduct the Business and the business of the Seller and each RW Group Member in the Ordinary Course of Business, and shall use commercially reasonable efforts to (A) preserve intact the Purchased Assets and the current organization of the Business; (B) preserve and maintain all Permits required to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets; and (C) maintain existing relationships and goodwill with employees, suppliers, distributors, customers, landlords, creditors, licensors, licensees, consultants, and independent contractor of the Business and other Persons having business relationship with the Business;

(b) Without limiting the generality of Section 6.1(a), from the date hereof to the Closing, except (i) as expressly permitted by this Agreement or the Related Documents, or as expressly required by applicable Law; (ii) as otherwise consented to by the Buyer in writing in advance (such consent not to be unreasonably withheld, conditioned, or delayed), (iii) as disclosed on Schedule 6.1(b); or (iv) in connection with the Transactions or as contemplated herein and by the Related Documents, the Warrantors shall not, and shall cause each RW Group Member not to:

(i) take any actions that may result in or would reasonably be expected to have any Leakage (except for Permitted Leakage hereunder) or a Material Adverse

Effect, or that is reasonably likely to prevent, delay or impede the consummation of the Transactions, or would cause any material breach of the representations, warranties, covenants or any other term contemplated by this Agreement and the Related Documents;

(ii) make any change in its accounting policies, methods, principles or practices by which they are applied for financial accounting purposes, except as required by PRC GAAP or a change in applicable Law;

(iii) change, modify or amend the Governing Documents or form or establish a Subsidiary;

(iv) change the nature of scope of the Business or enter into any (i) material line of business or (ii) business that is unrelated to the business of the RW Group, taken as a whole, as currently conducted;

(v) make or declare, set aside or pay any dividend or distribution in respect of any of the Purchased Shares or repurchased, redeemed or otherwise acquired the equity of any Person;

(vi) split, subdivide, combine, reclassify, recapitalize or otherwise amend any terms of any Equity Securities of any of RW Holdco, the Seller or any RW Group Member;

(vii) purchase, repurchase, redeem or otherwise acquire any issued and outstanding Equity Securities of RW Holdco, the Seller or any RW Group Member;

(viii) make any loans, advances or capital contributions to, or investments in, any other Person (including to any officer, director, agent or consultant of any Warrantor or any RW Group Member, other than business expenses advanced to officers or directors of any Warrantor or any RW Group Member in the Ordinary Course of Business), make any change in its existing borrowing or lending arrangements for or on behalf of such Persons, or enter into any "keep well" or similar agreement to maintain the financial condition of any Person;

(ix) sell, assign, transfer, convey, lease or otherwise dispose of any material assets or properties (other than with respect to Inventory sold in the Ordinary Course of Business, and except for transactions solely among the RW Group or pursuant any Material Contracts existing on the date thereof), or mortgage, grant, create, assume or otherwise incur any Lien (other than a Permitted Lien) on any of properties or assets, except for Permitted Liens;

(x) take any actions that will have or would be reasonably expected to have an adverse impact or change in any properties or assets that are Related to the Business, including any reduction in value of any such assets, and any loss, damage or destruction to, or any interruption in the use of, any such assets;

(xi) make any capital expenditure or commitment for any capital expenditure, or acquire any ownership interest in any real property, in each case, other than in the Ordinary Course of Business;

(xii) incur, assume or guarantee any Liabilities, or enter into any guaranty (other than the accrue of Liabilities Related to the Business in the Ordinary Course of Business);

(xiii) amend, terminate, cancel, forgive, compromise, waive or release any material rights against, or Liabilities owed by, third parties or any other rights of value;

(xiv) other than in the ordinary course of business, modify, change, terminate, or cancel any Material Contract or Assigned or Novated Contract or waive or accelerate any material rights or obligations thereunder, including to (A) delay or postpone any payment of any Accounts Payable or other payables or expenses of the Business, other than in the Ordinary Course of Business; or (B) accelerate the collection of Accounts Receivable of the Business in advance of or beyond the dates when such accounts receivable ordinarily would have been collected in the Ordinary Course of Business;

(xv) issue any sales orders or otherwise agree to make any purchases other than for the manufacture and sale of Automotive Network Access Devices in the Ordinary Course of Business;

(xvi) adopt or implement any change in the policies or practices of the Business with respect to the extension of discounts or credit to customers or pricing, other than in the Ordinary Course of Business;

(xvii) make payments or otherwise incur any Sellers Transaction Costs;

(xviii) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the equity or assets of, any corporation, partnership, association, joint venture or other business organization or division thereof, or enter into any joint venture agreement, partnership agreement or similar agreement with respect to the Business;

(xix) failed to pay any creditor any material amount owed to such creditor when due except where any such failure to pay was cured within the applicable cure period;

(xx) with respect to any director, officer and employee (including any Business Employees and US Consultants), (A) grant any equity or equity based awards or severance, retention, change in control or termination or similar pay, or institute any new severance or termination pay practices or otherwise pay for any Employee Transaction Costs, except as required to comply with applicable law (B) make any change in its key management structure and employees, including the hiring of additional senior executive officers or employees (other than such hiring to fill vacancies in the Ordinary Course of Business) or the termination of existing senior executive officers or employees, other than terminations for cause or due to death or disability, (C) establish, adopt, terminate, enter into or materially amend any benefit plan, (D) grant or announce any increase in the base compensation, incentive awards, bonus or similar compensation or employee benefits payable or to be provided to any of its executive officers or employees (other than annual salary increase within a range consistent with previous years), (E) amend, modify or terminate any employment or consulting agreement of any employee, (F) enter

into, amend or terminate any collective bargaining agreement, works council agreement or similar agreement, (G) establish any trust or take any other action to secure the payment of any compensation payable by it or its Subsidiaries or (H) take any action to amend or waive any performance or vesting criteria or to accelerate the time of payment or vesting of any compensation or benefit payable;

(xxi) make, change or revoke any material election in respect of Taxes, change any annual Tax accounting period, adopt or change any material method of Tax accounting, amend any material Tax Returns or file claims for material Tax refunds, enter into any material "closing agreement" with any Governmental Authority with respect to any Tax, waive or extend any statute of limitations period in respect of a material amount of Taxes (other than pursuant to extensions of time to file Tax Returns obtained in the Ordinary Course of Business), settle any material Tax claim, audit or assessment, or surrender any right to claim a material Tax refund, offset or other reduction in a material Tax Liability;

(xxii) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any Equity Securities of RW Holdco, the Seller or any RW Group Member, or grant any option, warrant, or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of Equity Securities of any RW Group Member;

(xxiii) adopt a plan of, or otherwise enter into or effect a, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization, merge or consolidate with any Person or be acquired by any Person, or file for bankruptcy;

(xxiv) limit the right of any RW Group Member to engage in any line of business or in any geographic area, to develop, market or sell products or services, or to compete with any Person;

(xxv) (A) sell, transfer or license any material Intellectual Property to any Person, other than non-exclusive licenses in the Ordinary Course of Business, (B) abandon, withdraw, dispose of, permit to lapse or fail to preserve any material Intellectual Property, other than in the Ordinary Course of Business or (C) disclose any proprietary information owned or held by any RW Group Member in the Ordinary Course of Business to any Person who has not entered into a written confidentiality agreement and is not otherwise subject to confidentiality obligations;

(xxvi) waive, release, settle, compromise or otherwise resolve any Legal Proceeding, or otherwise institute any material claim or Legal Proceeding against any Person; or

(xxvii) entered into any agreement to take any of the actions described in any clauses above.

6.2 Efforts to Consummate Transaction; Regulatory Approvals, Consents, Transfer Notices.

(a) Subject to the terms and conditions of this Agreement, and in the event that any Governmental Entity makes an inquiry concerning, reviews or investigates the

Transactions, the Buyer and the Warrantors will use their commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Law to consummate the transactions contemplated by this Agreement and the Related Documents, including (i) preparing and filing as promptly as practicable with any Governmental Entity or other third party all documentation to effect any filings, notices, petitions, statements, registrations, submissions of information, applications and other documents, (ii) holding telephone or in-person meetings with Governmental Entities, including by way of a " courtesy" call and a follow up communication or visit to discuss any issues they may raise regarding the Transactions, and (iii) obtaining and maintaining all Permits, Orders and Regulatory Approvals and other approvals required to be obtained from any Governmental Entity or other third party that are necessary, proper or advisable to consummate the Transactions. The Warrantors and the Buyer agree to execute and deliver such other documents, certificates, contracts, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the Transactions.

(b) In furtherance and not in limitation of the foregoing, each of the Warrantors and the Buyer shall provide, or cause to be provided, to any Governmental Entity all information and documents that are desirable or are required or requested by any such Governmental Entity, including by (i) filing any notification and report form and related material required under any Law with respect to the Transactions and the Related Documents as promptly as practicable after the date hereof, (ii) supplying as promptly as practicable any additional information and documentary material that may be requested by any Governmental Entity pursuant to any Antitrust Law, including to demonstrate that the Transactions are not subject to an Antitrust Law, and (iii) in the case of the Buyer, (x) filing or otherwise submitting (to the extent not filed or submitted prior to the date of this Agreement) with each applicable Governmental Entity, (y) retaining government relations advisors to assist with securing all Permits, Orders, Regulatory Approvals and other approvals required to be obtained from any Governmental Entity that are necessary or desirable to consummate the Transactions.

(c) Each of the Warrantors and the Buyer shall, and shall cause their respective Affiliates to, cooperate reasonably with one another and keep the other party reasonably informed of material matters relating to or in connection with the taking of the actions contemplated by this Section 6.2. No Party will take any action that would have the effect of delaying, impairing or impeding the receipt of a Regulatory Approval or an Antitrust Law approval, if required, or the lifting of an Order prohibiting the Transactions from closing. For greater certainty, the Buyer shall control and lead all communications and strategy in connection with obtaining the approval of or making a filing with any Governmental Entity under Antitrust Laws but shall consult with and consider in good faith the views of the Warrantors. The Buyer shall offer commercially reasonable commitments to secure all Permits, Orders and Regulatory Approvals required to be obtained from any Governmental Entity that are necessary to consummate the Transactions, which commitments shall be subject to the closing of the Transactions.

(d) Nothing in this Section 6.2 shall oblige a Party to provide any other Party with any confidential or commercially sensitive information relating to such disclosing party, its Affiliates, or their respective businesses, except to the extent reasonably required by any Governmental Entity in order to obtain any Antitrust Law approvals that are necessary to consummate the Transactions. In this respect, any commercially sensitive information relating to

the disclosing party or its respective Affiliates will be communicated to external counsel that the receiving party appoints for that purpose, and on the basis that such commercially sensitive information is redacted from copies of all filings, notices, petitions, statements, registrations, submissions of information, applications and other documents provided to such receiving party.

6.3 Notices of Certain Events. Each party shall promptly notify the other parties of, (a) any material notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the Transactions; (b) any notice or other communication from any Governmental Entity in connection with the Transactions; (c) destruction or damage of the Purchased Assets or any substantial part of them prior to Closing; (d) the occurrence of any event that could reasonably be expected to have, individually or in the aggregate, a Leakage; (e) the occurrence of any event that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; and (f) (i) with respect to any Warrantor and the RW Group, any Legal Proceedings commenced relating to any Warrantor or RW Group Member that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Article III or Article IV and (ii) with respect to the Buyer, any Legal Proceeding commenced relating to the Buyer that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Article V.

6.4 Access and Information

(a) From the date hereof to the Closing, and subject to the restrictions set forth in Section 6.4, the Seller shall permit or cause to be permitted the Buyer and its Representatives to have reasonable access, during regular business hours, to the properties, equipment, books and records to the extent relating to the Business (including onsite visits of any offices, research and development centers and/or manufacture lines) as the Buyer may reasonably request, provided, that the Buyer and its Representatives shall conduct such activities in a manner that does not interfere unreasonably with the operations of any RW Group Member. All information provided or obtained pursuant to the foregoing shall be held by the Buyer in accordance with and subject to the terms of Section 6.4, which shall survive in full until the Closing.

(b) Following the Closing, the Buyer will give the Seller reasonable access during the Buyer's regular business hours upon reasonable advance notice and under reasonable circumstances to the books, records and personnel of the Business transferred to the Buyer to the extent necessary for the preparation of financial statements, regulatory filings or Tax returns of the Warrantors or their Affiliates in respect of periods ending on or prior to Closing, or in connection with any claim in respect thereto (to the extent the above information is reasonably necessary for a defense against such claim); provided that such access shall be subject to the terms of a confidentiality agreement with customary provisions to be entered into between the Seller and the Buyer prior to the provision of such books and records, and (i) the Seller may retain confidentially and use one copy of the books, records and other information of the Business transferred to the Buyer solely for the purpose of any dispute (including with a third party) related to Automotive Network Access Devices produced or sold prior to Closing, the Purchased Assets, the Assumed Liabilities, the Excluded Assets, the Excluded Liabilities or this Agreement. The Seller shall be entitled, at its sole cost and expense, to make copies of the books and records to which they are entitled to access pursuant to this Section 6.4.

(c) Following the Closing, the Warrantors will give the Buyer reasonable access during the Warrantors regular business hours upon reasonable advance notice and under reasonable circumstances to the books and records related to the Business but retained by the Warrantors and to the personnel with knowledge thereof to the extent necessary for the preparation of financial statements, regulatory filings or Tax returns of the Buyer or its Affiliates, or in connection with any claim in respect thereto (to the extent the above information is reasonably necessary for a defense against such claim); provided that such access shall be subject to the terms of a confidentiality agreement with customary provisions to be entered into between the Warrantors and the Buyer prior to the provision of such books and records. The Buyer shall be entitled, at their sole cost and expense, to make copies of the books and records to which it is entitled to access pursuant to this Section 6.4 Without limiting the foregoing, the Warrantors shall, and shall cause their Affiliates to, preserve and keep the Business Book and Records held by such Persons prior to Closing and not delivered to the Buyer pursuant to Section 2.1(l) until ten (10) years from the Closing Date, and shall make such Business Book and Records available to the Buyer, as may be reasonably requested by the Buyer, if their extraction from the Warrantors information technology systems was not contemplated by the Transition Services Agreement, but they are otherwise inherent or necessary to, or customarily part of, the Business.

(d) The Buyer shall, and shall cause its Affiliates to, preserve and keep the Tax and other material books and records held by such Persons relating to the Business until the later of (i) seven (7) years from the Closing Date (or longer if required by applicable Law) and (ii) if such books and records relate to Taxes, until a Taxing Authority is no longer entitled to assess or reassess the Seller and its respective Affiliates with respect to the period to which such records relate, and shall make such records and personnel available to the Seller, as may be reasonably required by the Seller in connection with, among other things, any insurance claims by the Seller or any Legal Proceedings or tax audits against or governmental investigations of the Seller, any of their Affiliates or any of their respective employees.

(e) The Warrantors shall, preserve and keep the Tax and other material books and records held by such Persons after the Closing and relating to the Business until the later of (i) seven (7) years from the Closing Date (or longer if required by applicable Law) and (ii) if such books and records relate to Taxes, until a Taxing Authority is no longer entitled to assess or reassess the Buyer with respect to the period to which such records relate, and shall make such records and personnel available to the Buyer, as may be required by the Buyer in connection with, among other things, any insurance claims by the Buyer or any Legal Proceedings or tax audits against or governmental investigations of the Buyer, their Affiliates or any of their respective employees.

6.5 Licensed Remainder IPs; Tradenames.

(a) For Remainder IPs that are not registered patents, patent applications or trademarks and that are not already transferred or licensed to RW Group pursuant to this Agreement or the Related Documents (the "**Licensed Remainder IPs**"), the Warrantors hereby grant to the RW Group a non-exclusive, worldwide, royalty-free, irrevocable license with respect to such Licensed Remainder IPs, or, to the extent such Licensed Remainder IPs is permitted by its licensor to be assigned or sub-licensed, such Licensed Remainder IPs shall be deemed to have been assigned or sublicensed to RW Group, in each case, entitling the RW Group to use,

create derivative works of, modify (including preparing adaptations, translations, derivative works or having derivative works prepared), copy, reproduce, including in source code or object code, distribute, perform, and display such Licensed Remainder IPs for the purposes of furthering the Business. The Warrantors hereby unconditionally and irrevocably waive, and shall cause their Affiliates (excluding the RW Group) to waive, the right to seek enforcement of any rights arising from such Licensed Remainder IPs, and waive all claims and causes of action of any kind, against any RW Group Member and their designees and successors and assigns with respect to the Purchased Assets and the Business and with respect to such rights of the Licensed Remainder IPs, including but not limited to historical or future use of such Licensed Remainder IPs, any license fees or other damages or costs.

(b) Each Warrantor hereby agrees to prepare, execute and deliver, and to cause to be prepared, executed and delivered, to the Buyer and RW Group, such deeds, bills of sale, instruments of assumption, assignments, instruments of recordation and other instruments (where applicable), and take such other actions, in addition to those required by this Agreement, as the Buyer and/or RW Group may reasonably request, in order to effect the intent and purposes of Section 6.5(a) and particularly to execute and deliver to the Buyer and/or RW Group all lawful documents.

(c) After the Closing, if any of the representations and warranties made under Section 4.16(b) shall be found untrue, without prejudice to any other remedies available hereunder, the Buyer shall be entitled to request the Sellers and Warranties to, and the Sellers and Warranties shall, as the case may be, take all actions necessary permitted by the applicable Laws to cure such breach, including (i) undertake in writing to refrain from making any claims against RW Group for infringement of any Remainder IPs used by the RW Group but are owned by the Seller or the Warrantors, and (ii) perfect the assignment, transfer or license the Residual Intellectual Property rights to the RW Group so that RW Group could conduct the Business in the same way as at Closing Date.

(d) Unless otherwise agreed by the Buyer, within three (3) months from the Closing, all Affiliates of Fibocom (other than the RW Group Members) shall cease to use "Rolling Wireless" or "锐凌" as their trademarks, service marks, business names and trade names, except that such Persons shall change their legal names within three (3) months from the last open purchase order for the benefit of the RW Group is completed so that such names will cease to include or indicate "Rolling Wireless" or "锐凌", provided, however that, the Seller may only use such trade names to complete any automotive cellular wireless modules for data transmission with respect to any existing purchase orders in compliant with this Agreement.

6.6 Business Employees; US Consultants; Fibocom Secondees; Employee Retention Bonus.

(a) The Warrantors shall have caused the relevant Warrantor Group Members to terminate the employment relationship with the Transferred Employees and have caused the relevant RW Group Member in the jurisdiction in which such a Transferred Employee performs his/her primary duties to employ such Transferred Employees and have entered an employment agreement with each such employee in form and substance reasonably satisfactory to the Buyer, on terms and conditions substantially similar to their previous employment agreement

with relevant Warrantor Group Members in terms of title, compensation, benefits, hours of work, termination or severance entitlements and location, and with duties that are substantially similar to the duties previously being performed by such Transferred Employee, and the relevant RW Group Member has recognized the past service of such Transferred Employee for all purposes associated with such Transferred Employees' services to RW Group. As of the Closing Date, the Transferred Employees shall have ceased to participate or accrue benefits, as applicable, in the payroll, compensation plans, benefit plans and other employee programs and coverages of the Warrantor Group Members.

(b) On or before the Closing, the Warrantors shall use their reasonable efforts to cause each US Consultants to deliver an undertaking letter, in form and substance reasonably satisfactory to the Buyer, pursuant to which such US Consultants undertake to accept a new employment contract with the RW US Entity in accordance with Section 6.6(b) (the "**Consultant Undertaking Letter**"). After the Closing, upon formation by RW Group of a Subsidiary in the United States (the "**RW US Entity**"), the Warrantors shall cause its US Subsidiary Fibocom Wireless USA, Inc. to terminate the employment contract with the US Consultants at its own costs, and cause such US Consultants to enter into employment agreements with the RW US Entity on terms and conditions substantially similar to the terms of their employment agreements with Fibocom Wireless USA, Inc., in terms of title, compensation, benefits, hours of work, termination or severance entitlements and location and with duties that are substantially similar to the duties previously being performed by such US Consultants. The Buyer shall, no later than one year after the Closing Date, establish the RW US Entity, and, upon request of any US Consultant, cause the RW US Entity to offer such US Consultant an employment with terms and conditions substantially similar to the terms and conditions of his/her employment agreement with Fibocom Wireless USA, Inc. effective as of the date hereof, in terms of title, compensation, benefits, hours of work, termination or severance entitlements and location and with duties that are substantially similar to the duties previously being performed by such US Consultants.

(c) Before the Closing, Fibocom shall have caused all Fibocom Secondees to resign from their position as the directors, officers or employees of the relevant RW Group Member they serve on or before the Closing, at the sole cost of Fibocom. Any costs or payments made to, to be made to, incurred, to be incurred, owed or to be owed to such persons by the RW Group, to the extent not reimbursed by Fibocom, shall be deemed the Employee Transaction Costs and a Leakage fully indemnifiable on a dollar for dollar basis.

(d) Fibocom or its designated Affiliates shall, on or before five (5) Business Days prior to the prescribed payment date of payment of any Employee Retention Bonus, pay to the Buyer or its designated RW Group Members such amount of Employee Retention Bonus to be paid pursuant to the Employee Retention Bonus Schedule. Upon receipt of such amount, the Buyer shall cause the relevant RW Group Member to pay to the persons entitled to such Employee Retention Bonus pursuant to the Employee Retention Bonus Schedule. To the extent any employee qualified for the Employee Retention Bonus has ceased to be an employee of the relevant RW Group Member, the Buyer, the relevant RW Group Members shall not pay such employee the Employee Retention Bonus, and any Employee Retention Bonus paid by the Seller to the Buyer with respect to such employee ceasing to be an employee of the RW Group Member shall be

returned by the Buyer to the Seller within ten(10) Business Days upon such employee's cessation to be an employee of the RW Group Member.

6.7 Publicity. Except as required by applicable Law or securities exchange rules or regulations or as otherwise contemplated herein, prior to Closing: (a) the Buyer shall not, directly or indirectly, make or cause to be made any public announcement or statement or issue any notice or press release in respect of this Agreement or the Transactions without the prior written consent of the Seller (which consent shall not be unreasonably withheld, conditioned or delayed), and (b) the Warrantors and their respective Affiliates shall not, directly or indirectly, make or cause to be made any such public announcement or statement or issue any notice or press release in respect of this Agreement or the Transactions without the prior written consent of the Buyer (which consent shall not be unreasonably withheld, conditioned or delayed).

6.8 Solicitation. The Warrantors shall immediately cease and cause to be terminated, and shall cause their respective Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons other than the Buyer with respect to, or that could reasonably be expected to lead to, an Acquisition Proposal. The Warrantors shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (a) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (b) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (c) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. In addition to the other obligations under this Section 6.7, the Warrantors shall promptly (and in any event within five (5) Business Days after receipt) advise the Buyer in writing of any written Acquisition Proposal received by the Warrantors or any of their respective Affiliates, or any of their or their Affiliates' respective Representatives.

6.9 Bulk Sales Law. The parties hereby waive compliance with the provisions of the bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Buyer.

6.10 Provision of Financial Statements.

(a) The Seller shall provide to the Buyer (i) the unaudited interim consolidated balance sheet and income statement of the RW Holdco and RW Lux, and (ii) the unaudited interim standalone balance sheet and income statement of RW Holdco and the Seller, in each case, as of and for the period of each month end, after the date hereof through to the earlier of the Closing or the Outside Date as promptly as practicable following the date such financial statements are finalized and, in any event, no later than five (5) Business Days following each fiscal month end after the date hereof. The monthly financial statements shall be prepared so as to present fairly in material respect the financial condition, assets and liabilities of the business as of the date thereof and shall be based on PRC GAAP.

(b) The Buyer shall provide to the Seller the unaudited consolidated balance sheet and income statement of RW Lux, as of and for the period of each quarter end, after the Closing Date through to December 31, 2026, as promptly as practicable following the date

such financial statements are finalized and, in any event, no later than forty-five (45) days following each fiscal quarter end after the Closing Date. The quarterly financial statements shall include a calculation of EBITDA for such period and shall be prepared so as to present fairly in material respect the financial condition, assets and liabilities of the business as of the date thereof and shall be based on such the generally accepted accounting principles adopted by the relevant entity.

6.11 Cooperation; Financial Statements.

(a) Within seven (7) years following the Closing, if requested by the Buyer in writing, the Seller shall, and shall cause its Affiliates to, provide the Buyer on a timely basis with such cooperation and information obtained by the Seller prior to the Closing, as may be reasonably requested by the Buyer in connection with the Buyer's preparation, review and audit of any financial statements of the Business that are required to be included in the financial reports of the Buyer or its Affiliates, including without limitation (a) furnishing the Buyer with all documentation and other information obtained by the Seller prior to the Closing and reasonably requested by the Buyer, (b) making the Seller's Representatives knowledgeable about the Business available during the Seller's normal business hours and upon reasonable advanced written notice to cooperate and assist the Buyer and participate in a reasonable number of meetings and presentations, and (c) authorizing (but not obligating) any registered public accounting firm utilized by the Seller or any of its respective Affiliates to share its work papers and other information of such firm related to the financial statements of the Business which is produced prior to the Closing.

(b) Within seven (7) years following the Closing, if requested by the Seller in writing, the Buyer agrees to, or agrees to cause their Affiliates to, provide the Seller on a timely basis with such cooperation and information obtained by the Buyer with respect to any period before the Closing, as may be reasonably requested by the Seller in connection with the Seller's preparation, review and audit of any financial statements of the Seller that are required to be included in the financial reports of the Seller or its Affiliates, including without limitation (a) furnishing the Seller with all documentation and other information obtained by the Buyer with respect to any period before the Closing, and reasonably requested by the Seller, (b) making the Buyer's Representatives knowledgeable about the Business available during the Buyer's normal business hours and upon reasonable advanced written notice to cooperate and assist the Seller and participate in a reasonable number of meetings and presentations, and (c) authorizing (but not obligating) any registered public accounting firm utilized by the Buyer or any of its respective Affiliates to share its work papers and other information of such firm related to the financial statements of the Business which is produced prior to the Closing.

6.12 Non-Competition; Non-solicitation.

(a) From the date hereof and for a period ending on the fifth (5th) anniversary thereof or the termination of this Agreement, whichever is earlier, as a necessary measure to ensure that the Buyer realizes the goodwill and associated benefits of the Transactions, each of the Warrantors agree that it shall not, and shall cause its respective Affiliates (other than the Favalon Group) not to, directly or indirectly (including, without limitation, by itself or through any existing or future Affiliate, or through any third party), own, manage, operate, control, enable

(whether by license, sublicense, assignment or otherwise), engage or participate in as an owner, equity holder, partner, member, lender, co-venturer, guarantor or consultant to, any Person (including such Person's Affiliates and successors) or business (other than the Buyer or any of its existing or future Affiliates, or the Favalon Group) (the "**Extended Company Group**") that, directly or indirectly, engages, conducts or otherwise competes, to the knowledge of the applicable Warrantor or its Affiliate (other than the Favalon Group), to engage in or conduct or otherwise compete, in the business of designing, producing, or selling the Automotive Network Access Devices, or any other business that offers products competing with the Automotive Network Access Devices (the "**Automotive Business**") on a worldwide basis.

(b) On or before the Closing, the Warrantors shall have caused Mr. Tianyu ZHANG (the "**Controlling Person**"), the ultimate controlling person of Fibocom, to execute and deliver to the Buyer a non-compete undertaking letter, in substantially the form attached hereto as Exhibit F, pursuant to which the Controlling Person shall adhere to the same non-competition obligations as the Warrantors stipulated under Section 6.11(a) (the "**Controlling Person Non-Compete Undertaking**").

(c) On or before the Closing, the Warrantors shall have caused Shenzhen Favalon to execute and deliver to the Buyer a non-compete undertaking letter, in substantially the form attached hereto as Exhibit G, pursuant to which Shenzhen Favalon shall agree, for a period of two (2) years from the Closing Date:

(i) to refrain from, directly or indirectly (including, without limitation, by itself or through any existing or future Affiliate, or through any third party), selling, supplying, distributing, bidding or pitching for, or promoting any automotive cellular wireless modules for data transmission (also known as Network Access Device) (A) to overseas branded automobile manufacturers set forth on Schedule 6.12(c) (the brands listed on Schedule 6.12(c), together with the brands and sub-brands of such manufacturers' global Affiliates, but excluding those brands that are generally identified as Chinese brands, or brands or sub-brands of Sino-foreign joint ventures, are hereinafter referred to as the "**Overseas Brands**"), any of their Affiliates (the "**Overseas Customers**") for use or installation in the Overseas Brands branded automobiles in the Overseas Markets, and (B) to Overseas Customers for use or installation in the China market, except that sales to Sino-foreign joint venture formed by such Overseas Customers for use or installation in China are permitted;

(ii) not to, directly or indirectly (including, without limitation, itself or through any existing or future Affiliate, or through any third party), engage or invest in the business of supplying, designing, producing, selling, supplying, distributing, bidding or pitching for, or promoting any SoC to any Overseas Customers for use or installation in the Overseas Brands branded automobiles in the Overseas Markets, *provided that*, with respect to any opportunity to participate a SoC project or program offered by or for any Overseas Customers for use or installation in the Overseas Brands branded automobiles in the Overseas Markets that arises prior to, or during the two (2) year period after, the Closing, Shenzhen Favalon shall notify the Buyer such opportunity immediately, and shall offer to the Buyer to either (A) cooperate with the Buyer to jointly bid for such project or program, and share the gross profits generated from such project or program with the Buyer, or (B) independently bid for such project or program, in which case Shenzhen Favalon shall pay to the Buyer twenty (20%) of the gross profits generated from

such project or program on an rolling basis upon each fiscal quarter. The Buyer and Shenzhen Favalon shall discuss and negotiate in good faith the sharing proportion under option (A) based on specific circumstances. Unless the Buyer and Shenzhen Favalon otherwise agree, if no agreement can be reached within thirty (30) days from such offer by the Buyer, it shall be deemed that option (B) shall apply. Shenzhen Favalon undertakes to provide to the Buyer all financial and operational information reasonably requested by the Buyer in relation to such gross profit calculation for verification purposes (the "**Favalon Non-Compete Undertaking**", together with the Controlling Person Non-Compete Undertaking, the "**Warrantors Group Undertakings**"); and

(iii) to refrain from establishing any new Subsidiary in the Overseas Market unless approved by the Buyer.

(d) Notwithstanding the above, Sections 6.11(a), 6.11(b) and 6.11(c) shall not apply to, nor prohibit or restrict, the activities of the Warrantors, the Controlling Person or Shenzhen Favalon from:

(i) continuing to carry out any business (other than the Business) in such a manner and scale as such Person has continuously carried out in the twelve (12) months period prior to the date hereof; and

(ii) acquiring, solely as a passive investment, less than five percent (5%) of the outstanding securities of any class or series of any Person, so long as they are not part of any control group of such Person and do not have any management rights different from the rights generally available to security holders of such Person.

(e) On or before the Closing, the Warrantors shall have caused each Core Management Member to enter into a non-compete agreement with the applicable RW Group Member, in form and substance reasonably satisfactory to the Buyer (the "**Core Management Non-Compete Agreements**"), pursuant to which such Core Management Member shall adhere to the same standard of non-competition obligations as stipulated under Section 6.12(a), whether in his/her capacity as an employees or otherwise, during (i) his/her employment with the RW Group and the existing non-competition period under his/her current employment agreement with applicable RW Group Member (the "**Existing Non-Compete Period**"), and, (ii) to the extent permitted by the applicable Laws, at the discretion of the Buyer, for such an additional period after the Existing Non-Compete Period (the "**Additional Non-Compete Period**") so that the Existing Non-Compete Period and the Additional Non-Compte Period shall be from twelve (12) months to twenty four (24) months from the date of termination, provided that, the Buyer shall have the right to determine whether to require such employee to comply with such non-competition obligation and for how long such non-competition lasts, and if the Buyer decides to impose a non-competition obligation on such employee, the Buyer shall notify the employee within thirty (30) days of the termination notice and shall pay such employee on a monthly basis in arrears a non-competition compensation calculated as follows: (i) with respect to the first twelve (12) months period after termination, the non-competition compensation shall be fifty percent (50%) of such employee's average monthly salary during the twelve (12) months period before the termination (the "**Pre-Termination Average Salary**"), and (ii) with respect to second twelve (12) months period after the first twelve (12) months' non-competition period, the non-competition compensation shall be eighty percent (80%) of such employee's Pre-Termination Average Salary.

(f) Effective as of the Closing, and for a period ending eighteen (18) months thereafter, and as a necessary measure to ensure that the Buyer realizes, indirectly through the Purchased Assets, the goodwill and associated benefits of the Transactions, each of the Warrantors agree that it shall not, and shall cause its respective Affiliates not to, directly or indirectly (including, without limitation, itself or through any existing or future Affiliate), without written approval of the Buyer or its Affiliate(s):

(i) hire, solicit or recruit the employment or services of any Person, whether as an employee, officer, director, agent, consultant or independent contractor, who is, or was within twelve (12) months preceding the date of solicitation or recruitment, an employee, officer or director of the Buyer or any of RW Group, or knowingly induce or cause or knowingly attempt to induce or cause any such employee, officer or director to terminate his or her employment or service, or breach his or her employment or other agreement, if any, with the Buyer or any of RW Group; or

(ii) encourage any such individual to change such individual's relationship with the Buyer or any of its Subsidiaries. Notwithstanding the foregoing, the restrictions in this Section 6.11 shall not apply to: (A) the placement of general advertisements or for the use of general search firm services with respect to a particular geographic or technical area, but which are not targeted directly or indirectly towards employees, officers or directors of the Buyer or any of RW Group; (B) retaining a recruitment firm to make a general solicitation of employment provided such recruitment firm has been directed not to target such employees, officers or directors; or (C) any employee, officer or director who was terminated by the Buyer or any of RW Group at least six (6) months prior to the date of such hiring, solicitation or recruitment by the Buyer or any of RW Group.

(g) Each of the Parties acknowledge and agree that the covenants, agreements, obligations and undertakings contained in this Section 6.11 have been negotiated in good faith by the Parties, and are reasonable and are not more restrictive or broader than necessary to protect the interests of the parties, and would not achieve their intended purpose if they were on different terms or different periods of time shorter than the periods of time provided herein or applied in more restrictive geographical areas than provided herein. The Warrantors expressly acknowledge that: (i) at Closing, each Warrantor is receiving significant and substantial consideration pursuant to the Transaction; (ii) the Buyer would not be willing to enter into this Agreement and to pay the consideration payable to the Seller in connection with the Transaction absent the covenants, agreements, obligations and undertakings contained in this Section 6.11 and such covenants, agreements, obligations and undertakings are essential to protect the value of the Extended Company Group; and (iii) the Warrantors and their respective officers and/or directors have been actively involved in the management and operation of the Business and in the development of the products and technology of the Business and have thereby acquired significant experience, skill, and confidential and proprietary information relating to the Business.

(h) Each of the Warrantors further acknowledge and agree that the Extended Company Group's remedies at law for breach of any of the provisions of this Section 6.11 would be inadequate and it will be difficult to determine the amount of damages resulting to the Extended Company Group and, in recognition of this fact, each of the Warrantors agree that, in the event of such breach, in addition to any remedies at law it may have, any member of the

Extended Company Group, without posting any bond, shall be entitled (without the necessity of showing economic loss or actual damages) to seek and, in the courts discretion, obtain, equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may be available in respect of any breach or Threatened breach of this Agreement by the Warrantors, in addition to any other remedies the Buyer may have. The preceding sentences shall not be construed as a waiver of the rights that the Buyer may have for damages under this Agreement or otherwise, and all such rights shall be unrestricted.

For the purposes of this Section 6.12, the term "Affiliate" with respect to any Person, shall also include another Person whom such Person, directly or indirectly through one or more intermediaries, owns more than 20% in equity interests in and has the right to appoint any director to.

6.13 Release. Effective as of the Closing, except as otherwise provided herein, each Warrantor unconditionally, irrevocably and forever releases and discharges each RW Group Member, of and from, and unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, direct or indirect, at law or in equity, that such Warrantor ever had, now has or ever may have or claim to have against any RW Group Member, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing and related to any RW Group Member, including the business or operations of any RW Group Member; provided, that the foregoing shall not release any claim by a Warrantor to enforce the terms or any breach of this Agreement or the Related Documents. Each RW Group Member shall be an express third-party beneficiary of this Section 6.12.

6.14 Business Books and Records. The Warrantors shall, and shall cause its Affiliates to, preserve and keep the Retained Business Books and Records containing any Affiliated Transactions held by such Persons prior to Closing and not delivered to the Buyer pursuant to Section 2.1(o) until ten (10) years from the Closing Date, and shall make such Business Books and Records available to the Buyer, as may reasonably be requested by the Buyer. If the original Business Books and Records are delivered to the Buyer prior to the Closing, the Warrantors may keep copies of such Business Books and Records.

6.15 Capital Injection. Within three (3) Business Days upon the receipt of the payment from the Seller pursuant to Section 2.6(d)(ii) at the Closing, the Buyer shall cause such amount to be wired to RW Lux in full for use by RW Group in its operations in the form of an interest-free loan ("**Temporary Loan**"). After the bank accounts of the Buyer and its sole shareholder being duly set up, RW Lux shall repay the Temporary Loan in full in a lump sum or in installments for so long as such repayments do not affect the normal operations of RW Group, and upon receipt of such repayment, the Buyer shall cause such funds to be wired to RW Lux's sole shareholder as a shareholder capital injection, who shall further wire such funds to RW Lux as a shareholder capital injection (the "**Buyer Capital Injections**"). The Buyer shall, and shall cause its respective Affiliates to, complete the arrangements with respect to the Temporary Loan and the Buyer Capital Injections set forth above within three (3) months from the Closing Date.

6.16 Shared Contracts.

(a) Prior to the Closing, the Warrantors shall, and shall cause its respective Affiliates to, use their respective reasonable best efforts to obtain from, and to cooperate in obtaining from, and shall, and shall cause their respective Subsidiaries to, enter into with, each counterparty to a Shared Contract, taken as a whole, either (i) a separate contract or agreement in a form reasonably acceptable to Buyer (a "**New Contract**") that allocates the rights and obligations of the RW Group and the Warrantor Group Member under each such Shared Contract as between the Business, on the one hand, and the Retained Business, on the other hand, and which are otherwise substantially similar in all material respects to such Shared Contract, (ii) a contract or agreement in a form reasonably acceptable to Buyer effective as of the Closing (the "**Assignments and Releases**") that (A) assigns the rights and obligations under such Shared Contract solely to the extent related to the Business and arising after the Closing to a RW Group Member and (B) releases the Warrantor Group Member from all liabilities or obligations with respect to the Business that arise after the Closing (a "**Replicated Contract**"). Any New Contracts or Replicated Contracts that relate to the Business (collectively, the "**New Business Contracts**") shall be entered into by a RW Group Member effective as of the Closing and shall allocate to the RW Group Member all rights and obligations of such Warrantor Group Member(s) under the applicable Shared Contract being replaced to the extent such rights and obligations relate to the Business and arise after the Closing. All purchase commitments under the Shared Contracts shall be allocated under the New Business Contracts or the Assignments and Releases as between the Business, on the one hand, and the Retained Businesses, on the other hand, in an equitable manner that is mutually and reasonably agreed to by the Warrantors and Buyer.

(b) In the event that any counterparty under a Shared Contract does not agree to enter into a New Business Contract, Assignments and Release or Replicated Contract consistent with Section 6.15(a), the Parties shall in good faith seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such Shared Contract prior to Closing. Such alternative arrangements may include a subcontracting, sublicensing or subleasing arrangement under which the RW Group would, in compliance with Law, obtain the benefits under, and, to the extent first arising after the Closing, assume the obligations and bear the economic burdens associated with, such Shared Contract solely to the extent related to the Business (or applicable portion thereof) or under which Warrantor Group would, upon the request of Buyer, enforce for the benefit (and at the expense) of the RW Group any and all of Warrantor Group rights against such third party under such Shared Contract solely to the extent related to the Business (or applicable portion thereof), and Warrantor Group would promptly pay to the RW Group when received all monies received by them (net of any applicable Taxes imposed on Warrantor Group) under such Shared Contract solely to the extent related to the Business (or applicable portion thereof).

(c) With respect to Liabilities pursuant to, under or relating to a given Shared Contract relating to occurrences from and after the Closing, such Liabilities shall, unless otherwise allocated pursuant to this Agreement or any Related Documents, be allocated between Warrantor Group and the RW Group as follows:

(i) If a Liability is incurred exclusively in respect of the Business or exclusively in respect of the Retained Businesses, such Liability shall be allocated to

the RW Group (in respect of the Business) or Warrantor Group (in respect of the Retained Businesses);

(ii) If a Liability cannot be so allocated under Section 6.15(c)(ii) above, such Liability shall be allocated to the Warrantor Group or the RW Group, as the case may be, based on the relative proportions of total benefit received (over the term of the Shared Contract remaining as of the Closing Date, measured as of the date of the allocation) by the Business or the Retained Businesses under the relevant Shared Contract. Notwithstanding the foregoing, each of Warrantor Group and the RW Group shall be responsible for any or all Liabilities arising from its breach of the relevant Shared Contract to which this Section 6.15 otherwise pertains.

(d) If the Warrantor Group, on the one hand, or the RW Group, on the other hand, receives any benefit or payment which under any Shared Contract was intended for the other, Warrantor Group and the RW Group will use their respective reasonable best efforts to, and to cause their respective Affiliates to, deliver such benefit or payment to the other Party.

(e) None of the Warrantor Group or the RW Group shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third Person to (x) obtain any New Contract or Assignments and Release with respect to any Shared Contract or (y) obtain any Governmental Authorizations necessary to enter into an acceptable alternative arrangement contemplated by Section 6.15(c); provided, however, any Party to which the benefit of a New Contract, Assignments and Release, Replicated Contract or acceptable alternative arrangement would inure pursuant to this Section 6.15(e) may request that the Party that is allocated such Contract as a Purchased Asset or Excluded Asset commence litigation, which request shall be considered in good faith by such Party; provided, further, that such Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 6.15(e).

6.17 Intragroup Indebtedness Clearance Transactions.

(a) Prior to the Closing, the Warrantors shall, and shall cause their respective Affiliates to, through settlement, offsets, payments, assumptions, assignments or other methods, reduce those Non-Operational Indebtedness owed among each of the Warrantors and the RW Group Members as set forth on the Intragroup Accounts Statement, and to terminate such Contracts among RW Group and the Warrantors (including the Existing Consulting Agreement) effective at or prior to the Closing, in each case, in such a manner in consultation with the Buyer and as consented or ratified by the Buyer in writing (which consent shall not be unreasonably withheld) (the "**Intragroup Indebtedness Clearance Transactions**"), so that immediately before the Closing, the representations and warranties under Section 4.23(b) and 4.23(c) shall be true and accurate. For the avoidance of doubt, Cash used by each Warrantor or the RW Group Members to repay any of the Non-Operational Indebtedness as a part of the Intragroup Indebtedness Clearance Transactions shall not be considered a Leakage, *provided that*, any interests, damages, penalties, fees or expenses of any nature paid in relation to any Intragroup Indebtedness Clearance Transaction and any amounts paid in excess of the amounts needed to repay the net principal amount of any Non-Operational Indebtedness set forth the Intragroup Account Statement during the Pre-Closing Period shall be deemed a Leakage.

(b) From the Cutoff Date to the Closing, the following Affiliated Transactions shall be permitted and shall not constitute a Leakage:

(i) short term advances and repayment thereof made (x) between Fibocom or its Subsidiaries (other than the Seller, RW Holdco and any RW Group Member), on the one hand, and the Seller, RW Holdco or any RW Group Member, on the other hand, to the extent the net amount is nil ($0) immediately before the Closing and no interests, charges, expenses or other costs are incurred by any party to such advance, during the Pre-Closing Period (excluding the beginning and the last day of such period), and (y) between the Seller or RW Holdco, on the one hand, and any RW Group Member, on the other hand, to the extent the net amount is nil ($0) immediately before the Closing, and (z) between the Seller and RW Holdco, to the extent the net amount is nil ($0) immediately before the Closing;

(ii) Cash used by each Warrantor or the RW Group Members to repay any of the Non-Operational Indebtedness as a part of the Intragroup Indebtedness Clearance Transactions, if any;

(iii) payments made between Fibocom, on the one hand, and the Seller, RW Holdco and RW Group Member, on the other hand, for shared expenses, charges or fees related to Qualcomm Technologies Inc. platforms and other platforms, on arm's length terms and in a manner and at a price consistent with such practices before the Cutoff Date, excluding any sur charges, markups or expenses;

(iv) payments made to Fibocom Secondees by any RW Group Member on behalf of Fibocom or its Affiliates, with exact corresponding amounts received from Fibocom; and

(v) payments made to Fibocom by the Seller under the Existing Consulting Agreement with exact corresponding amounts paid by Fibocom to the consultants providing consulting services to RW Group,

provided that, in each case above, any interests, damages, penalties, fees or expenses of any nature paid in relation to the above amount or transactions, and any amount paid in excess of the original amount owed or advanced shall be deemed a Leakage.

6.18 Assumed Repayment Obligation to RW HK; Repayments to CMB Lender.

(a) During the Pre-Closing Period, the Seller shall timely make repayments under the 2020 Acquisition Facility Agreement in amounts no more or earlier than as set forth under the Repayment and Interests Schedule with respect to such payment obligations of principals and implied interests set forth therein before the Closing and shall not otherwise breach any terms under the 2020 Acquisition Facility Agreement. The repayments made by the Seller to CMB Lender not in excess of the amounts set forth in the Repayment and Interests Schedule with respect to such payment obligations of principals and implied interests before the Closing during the Pre-Closing Period (the "**Interim CMB Repayment Amounts**") shall not be deemed as Leakage, *provided that*, for the purposes of facilitating the execution of the CMB Loan Amendment by CMB Lender, the Seller is permitted to pay CMB Lender an amount not exceeding

$283,450 (the "**CMB Loan Expense**"), which amount shall not be considered an Interim CMB Repayment Amount and shall constitute a Buyer Transaction Cost and a Permitted Leakage.

(b) Upon the Closing, the Buyer, RW Lux and RW SG shall be jointly and severally liable for the Assumed Repayment Obligation to RW HK owed to the Seller pursuant to and in a manner set forth in the Repayment and Interests Schedule, and the Liabilities under the 2020 Acquisition Facility Agreement shall be owed by the Seller but not any other parties. The principal amount of the Assumed Repayment Obligation to RW HK shall equal to the then-outstanding principal amount owed by the Seller to the CMB Lender under the 2020 Acquisition Facility Agreement immediately before the Closing, as set forth under the Repayment and Interests Schedule. The Buyer, RW Lux and RW SG shall pay, or shall cause to be paid, to the Seller such amount of the Assumed Repayment Obligation to RW HK set forth in the Repayment and Interests Schedule five (5) Business Days before such amount is due as set forth thereunder. The Seller shall, upon receipt of such amount, and in any event no later than the due date of such amount under the Repayment and Interests Schedule, pay to the CMB Lender in satisfaction of its obligations under the 2020 Acquisition Facility Agreement. Notwithstanding the forgoing, nothing in this Agreement shall be deemed to create any Liabilities for the Buyer with respect to the 2020 Acquisition Facility Agreement and the CMB Loan Amendment, and the Buyer's exclusive obligation in connection with the 2020 Acquisition Facility Agreement and the CMB Loan Amendment shall be to pay to the Seller the Assumed Repayment Obligation to RW HK in such a manner set forth under this Section 6.18. None of CMB Lender or any of its Affiliates shall be considered a third-party beneficiary under this Agreement or any Related Documents. To the extent CMB Lender, by itself or through any Person, initiates any actions against the Buyer or any of the RW Group Members based on a claim under the 2020 Acquisition Facility Agreement or the CMB Loan Amendment, without prejudice to any other rights the Buyer may have hereunder, the Buyer, RW Lux and RW SG shall be entitled to withhold any such Liabilities claimed against the Buyer and the RW Group Members against any amount owed or otherwise payable by the Buyer to the Seller, and the Buyer shall be entitled to deduct and offset such Labilities against any amount owed or otherwise payable by the Buyer to the Seller, when such Liabilities are paid or otherwise assumed by the Buyer or any RW Group Members.

6.19 Collection of Closing Accounts Receivable; Non-Assignable Contracts.

(a) The Seller shall provide the Buyer with a draft statement of the Closing Accounts Receivable, identifying accurately and completely the Accounts Receivables by the Seller (including the Accounts Receivables comprising the Purchased Assets, and the Retained Accounts Receivables not assigned or assignable to RW Group) and the RW Group Members, to be included in the Preliminary Closing Statement, and shall provide any update of such Closing Accounts Receivable before the Closing Date in writing. Within six (6) months following the Closing, the Buyer shall make reasonable efforts to collect such Accounts Receivable and cause the counterparties to pay such Accounts Receivables, and the Warrantors shall provide reasonable assistance to the Buyer in its effort to collect such Account Receivables. The Warrantors hereby covenant that at least ninety nine percent (99%) of all Closing Accounts Receivable will be received by the end of the six (6) month period. Upon the sixth (6th) month anniversary from the Closing Date, the Buyer shall notify the Seller in writing of the details of all amounts actually received during the six-month period by the RW Group from the relevant counterparties among the Closing Accounts Receivable (the "**Recovered AR**"). Within five (5) Business Days after the

receipt of such notice, the Seller shall pay to the Buyer or its designated RW Group Member an amount equal to the difference between ninety nine percent (99%) of the Closing Accounts Receivable and the Recovered AR as notified by the Buyer to the Seller (such difference, the "**AR Reimbursement**"). If the RW Group subsequently receives any amount from the relevant parties with respect to an amount covered under the Closing Accounts Receivable in excess of the Recovered AR, such amount shall (i) first, be used to credit against the remaining one percent (1%) of the Closing Accounts Receivable, (ii) then, be returned to the Seller until it receives an amount equal to the AR Reimbursement. Notwithstanding the foregoing, to the extent any of the Closing Accounts Receivable are not timely collected as a result of any actions taken by the Buyer in relation to such counterparty after the Closing, the amount of such affected Closing Accounts Receivable shall be deducted from the AR Reimbursement.

(b) With respect to Non-Assignable Contracts between the Seller and Business Counterparties with purchase and sale duties yet to be performed by the parties thereunder, the Seller shall continue to perform the Non-Assignable Contracts until such Contracts expire or assigned to any RW Group Successor, whichever is earlier, for any avoidance of doubt, the Seller's sole obligation in connection with such Non-Assignable Contracts shall be to coordinate and assist the Buyer in receiving and realizing its economic interests, and to collect all accounts receivables under outstanding purchase orders under such Non-Assignable Contracts, including taking legal actions against any such suppliers or customers at the cost of the Buyer if so requested by the Buyer, *provided that*, the Seller and the Buyer shall cooperate in any lawful and commercially reasonable arrangements, as the Seller and the Buyer shall agree, under which RW Lux or a RW Group Member designated by the Buyer (the "**RW Group Successor**") would, to the extent practicable, obtain all economic claims, rights and benefits under such Non-Assignable Contracts and assume the economic burdens and obligations with respect thereto. Each of the Seller and the RW Group Successor shall refrain from taking any actions that may result in a breach or default under the Non-Assignable Contracts unless agreed in advance between the Seller and the RW Group Successor. The Seller shall not charge any costs, expenses, service fees, or markups or discounts on the prices of products or services purchased or sold or in relation to any actions under this Section 6.19(b). The Warrantors shall hold any assets received by them under such Non-Assignable Contract in trust for the benefit of the RW Group Successor until such assets are transferred to the RW Group Successor. The Seller shall, and shall permit the Buyer to, collect outstanding payments from Business Counterparties and shall pay to the RW Group Successor all monies received by them under such Non-Assignable Contracts or any claim or right or any benefit arising thereunder within five (5) Business Days from the recipient thereof.

(c) Notwithstanding the foregoing, in connection with the open purchase orders under the supply contracts between QUALCOMM CDMA Technologies Asia-Pacific Pte. Ltd. ("**QCT**") and Fibocom , the RW Group is entitled to certain credit notes or entitlements (the "**Credit Notes**") from QCT for products RW Group sold that contain QCT components, which Credit Notes can be applied to deduct RW Group's future payment obligated to QCT for the purchase of QCT products, provided that, such Credit Notes are subject to Fibocom filing with QCT relevant sales data and information for such products containing QCT components. Upon receiving the filing request from RW Group after the Closing Date, Fibocom shall assist RW Group in obtaining such Credit Notes from QCT, and within five (5) Business Days from receipt of or being credited with such Credit Notes by QCT, Fibocom shall deliver to RW Lux or its designated Affiliate such Credit Notes. Upon the Buyer's request, Fibocom shall disclose to the

Buyer all such information in relation to such Credit Notes to the Buyer, including the amount and status of inventories, raw materials and work in progress involved, the estimates of such Credit Notes, methods of such estimates, and the realization status immediately before the Closing as a part of the Preliminary Closing Statement.

(d) Notwithstanding the foregoing, in connection with certain patent license agreement between QUALCOMM Inc. (the "**Qualcomm Inc.**") and Fibocom, the RW Group shall pay certain royalties (the "**IPR**") to Qualcomm Inc. for certain Intellectual Properties of Qualcomm Inc. licensed to RW Group (the "**Qualcomm IP**") in a timely manner. Such payment of IPR by RW Group is subject to Fibocom's filing with Qualcomm Inc. relevant sales data and information for the products containing Qualcomm IP sold by RW Group. Upon receiving the filing request from RW Group after the Closing Date, Fibocom shall assist RW Group in making such filing with Qualcomm Inc., and within five (5) Business Days from Fibocom's receipt of invoice in respect of the due and payable IPR issued by Qualcomm Inc., Fibocom shall deliver to the relevant RW Group Member such invoice so that such RW Group Member may pay the due and payable IPR to Qualcomm Inc. based on such invoice. For the avoidance of doubts, all Liabilities arising from such due and payable IPR to be paid to Qualcomm Inc. shall be borne exclusively by the RW Group.

6.20 Resignations and Appointment. The Buyer shall determine and notify the Seller, five (5) Business Days before the proposed date of the Closing, those directors, officers, and employees of the RW Group Members that the Buyer requires to resign upon the Closing, and the Warrantors shall cause such persons to execute and deliver their resignation letters to the Buyer in substantially the form attached hereto as Exhibit H, which shall include, to the extent permitted by applicable Law, a release of all current or future claims against the RW Group, and an instruction to banks at which the relevant employer owns accounts to change excuse such person as the signatory, if any (the "**Resignation Letters**"). To the extent any replacement person is required upon such resignation by the Buyer, the Buyer shall notify the Seller, five (5) Business Days before the proposed date for the Closing, of such replacement person for such resigning person, and the Warrantors shall deliver appropriate appointment letter in substantially the form attached hereto as Exhibit I for such replacement person to be appointed at such position (the "**Appointment Letters**"). For the avoidance of doubt, the resignation and appointment of such resigning persons or appointed persons shall take effect upon the Closing, provided that, to the extent any filing or registration is required for such resignation or appointment, such filings or registrations may be made after the Closing.

6.21 Further Assurance. After the Closing, if any Warrantor Group Member receives any Purchase Assets from third parties that should have been transferred to the RW Group (or should have been part of the Business) as of the Closing Date, including the receipt of any Accounts Receivable (including any interests of such Accounts Receivable) by any Warrantor Group Member, such Warrantor Group Member shall transfer or remit such assets or money to the Buyer or its designated RW Group Member within five (5) Business Days from the receipt by such Warrantor Group Member of such assets or money.

ARTICLE VII
INDEMNIFICATION

7.1 Survival.

(a) The representations and warranties of the Warrantors contained in this Agreement, the Related Documents and any certificate delivered pursuant to this Agreement or the Related Documents shall survive until the date that is three (3) years after the Closing Date (the "**General Survival Date**"); provided, however, that (i) the Tax Representations shall survive until the date that is 90 calendar days after the relevant Governmental Entities shall no longer be entitled to assess or reassess liability for the applicable Taxes for the applicable period having regard to any waivers or extensions given by the Warrantors in respect of such applicable period, (ii) the IP Representations shall survive until the date that is five (5) years after the Closing Date and (iii) the Warrantor Fundamental Representations and any claim related to fraud or willful misconduct, shall survive indefinitely. The representations of the Buyer contained in this Agreement the Related Documents and any certificate delivered pursuant to this Agreement or the Related Documents shall survive until the General Survival Date, provided, however, that Buyer Fundamental Representations and any claim related to fraud or willful misconduct, shall survive indefinitely.

(b) The covenants and agreements set out in this Agreement, the Related Documents and any certificate delivered pursuant to this Agreement or the Related Documents shall survive in accordance with their terms.

(c) Prior to Closing, except for the remedies described in Article X and except in the case of fraud of the Parties, the sole and exclusive remedy of any Party arising out of or in connection with any breach or inaccuracy of any representation or warranty in this Agreement or any Related Document shall be not to consummate the Transactions and exercise its rights pursuant to Section 2.10 (provided, that the conditions set forth in Sections 8.2(a), 8.2(b), 8.2(c), 8.3(a), 8.3(b), or as applicable, shall not have been satisfied or waived).

7.2 Indemnification by Warrantors and Buyer.

(a) From and after the Closing, the Warrantors shall, jointly and severally, indemnify the Buyer, its Affiliates, and its and their respective officers, directors, employees, stockholders, partners, members, managers, agents and representatives, for any Losses arising out of, resulting from or relating to:

(i) any breach of any representation, warranty or certification made by the Warrantors contained in this Agreement the Related Documents or any certificate delivered pursuant to this Agreement or the Related Documents;

(ii) any breach of any covenant or agreement by the Warrantors contained in this Agreement, the Related Documents, or any certificate delivered pursuant to this Agreement or the Related Documents or the Related Documents;

(iii) any Excluded Assets or any Excluded Liabilities, except to the extent otherwise specified in this Agreement;

(iv) any claims made by the CMB Lender or its successors or assigns pursuant to the 2020 Acquisition Facility Agreement or the CMB Loan Amendment (for the avoidance of doubt, this provision shall not affect the Assumed Repayment Obligation to RW HK that the Buyer will owe the Seller pursuant to Section 2.3(g)); and

(v) any Liability related to Taxes, including interest and penalties due to failure or deficiency in Tax payments or Tax compliance by the Warrantors or the RW Group in any jurisdictions prior to the Closing Date, including but not limited to any failures or deficiencies in relation to income Tax, withholding Tax, value-added Tax, goods and services Tax, stamp duties and transfer pricing.

(b) From and after the Closing, the Buyer shall indemnify the Seller and its Affiliates, and its and their respective officers, directors, employees, stockholders, partners, members, managers, agents and representatives, for any Losses arising out of, resulting from or relating to:

(i) any breach of any representation, warranty or certification made by the Buyer contained in this Agreement, the Related Documents or any certificate delivered pursuant to this Agreement or the Related Documents; and

(ii) any breach of any covenant or agreement by the Buyer contained in this Agreement, the Related Documents, or any certificate delivered pursuant to this Agreement or the Related Documents.

7.3 Indemnification for Notice of Transfer Not Taking Effect.

(a) From and after the Closing, the Warrantors shall, jointly and severally, indemnify the Buyer, its Affiliates, and its and their respective officers, directors, employees, stockholders, partners, members, managers, agents and representatives, for any Losses arising out of, resulting from or relating to a lawsuit against the Buyer or any of the RW Group Members relying on the Hong Kong Transfer of Business (Protection of Creditors) Ordinance, in the circumstance where the Seller rejects or decides not to make a notice of transfer under the Hong Kong Transfer of Business (Protection of Creditors) Ordinance (the "**Notice of Transfer**"), or the Seller demands that the Closing occurs before the Notice of Transfer taking effect, and a third party initiates a lawsuit against the Seller before the Notice of Transfer taking effect. In such circumstances, any and all Losses arising from claims initiated by third parties against the Buyer or any of the RW Group Members relying on the Hong Kong Transfer of Business (Protection of Creditors) Ordinance shall be fully indemnified by the Warrantors to the Buyer or such RW Group Members, and thereafter, the Warrantors may seek indemnification or substitution of Losses against the Buyer or any RW Group Member with respect to the Losses that would have been borne or indemnified by the Buyer or any of the RW Group Members but for the terms under this Agreement but for this Section 7.3(a).

(b) Notwithstanding anything to the contrary and without prejudice to the rights of the Buyer under this Article VII, the Warrantors' indemnification obligations under this Section 7.3 shall not be subject to any restrictions or limitation under Section 7.5, including but not limited to the "de minimis" and "baskets" limitation and the maximum liability limitation,

but shall survive a maximum period equal to the statute of limitation permitted under the Laws of Hong Kong.

7.4 Indemnification for Product Liability Losses; Non-Contractual IP Losses; Tax Liabilities.

(a) The Warrantors shall, jointly and severally, indemnify on a dollar for dollar basis the RW Group, its Subsidiaries, and its and their respective officers, directors, employees, stockholders, partners, members, managers, agents and representatives, any Losses arising out of, resulting from or relating to:

(i) any Product Liability Claims made by any Person before the Closing Date against the Seller, any RW Group Member, and any of their Affiliates and Related Persons (to the extent such Losses are or will be assumed or borne by the Buyer or any RW Group Member) with respect to any Automotive Network Access Devices produced or sold or any services provided in relation thereto before the Closing, *provided that*, the Warrantors shall only be liable for such Losses in excess of $1,200,000.

(ii) any Product Liability Claims made by any Person after the Closing (but have not been claimed or demanded by any Person as of the Closing Date) against the Seller, any RW Group Member, and any of their Affiliates and Related Persons (to the extent such Losses are or will be assumed or borne by the Buyer or any RW Group Member) with respect to any Automotive Network Access Devices produced or sold or any services provided in relation thereto before the Closing, *provided that*, the Warrantors shall only be liable for such Losses in excess of the US dollar equivalent of the "Normal Product Warranty" amount (calculated using the Closing Date Exchange Rate) under the Accrued Liabilities Account of the Seller as at the Closing date, accrued based on the same methods of accounting estimates as those adopted as of the Cutoff Date (for purposes of identifying such accounting item, the "Normal Product Warranty" of the Seller was RMB27,292,406 on December 31, 2023);

(iii) any Non-Contractual IP Claims made by any Person before or after the Closing against the Seller, any RW Group Member, and any of their Affiliates and Related Persons (to the extent such Losses are or will be assumed or borne by the Buyer or any RW Group Member) with respect to any Automotive Network Access Devices produced or sold or any services provided in relation thereto before the Closing, *provided that*, the Warrantors shall only be liable for such Losses in excess of the US dollar equivalent of the "Non-Contractual IP Royalty" amount (calculated using the Closing Date Exchange Rate) under the Accrued Liabilities Account of the Seller as at the Closing date, accrued based on the same methods of accounting estimates as those adopted as of the Cutoff Date (for purposes of identifying such accounting item, the "Non-Contractual IP Royalty" of the Seller was RMB106,715,810 on December 31, 2023). For the avoidance of doubt, any Losses arising out of, resulting from or relating to Non-Contractual IP Claims shall be considered part of the Losses arising out of Product Liability Claims, if and to the extent such claim is based on a contractual cause of action; and

(iv) any Liabilities of the RW Group Members due to non-compliant of any Tax Laws or deficiency of any Tax compliance measures in any jurisdictions, or due to any underpayment of Taxes or shortfall of Taxes paid, in each case, with respect to any Pre-

Closing Tax Periods and Pre-Closing Straddle Periods, including any interest, late payment fee and penalties thereof.

(b) Notwithstanding anything to the contrary and without prejudice to the rights of the Buyer under this Article VII, the Warrantors' indemnification obligations under this Section 7.3 shall not be subject to any restrictions or limitation under Section 7.5, including but not limited to the "de minimis" and "baskets" limitation and the maximum liability limitation.

7.5 Calculation of "Losses"; Limitation on Losses.

(a) For purposes of determining: (i) whether a breach or inaccuracy of a representation or warranty under Section 7.2(a)(i) or 7.2(b)(i) has occurred, and (ii) the amount of Losses to which indemnification under Section 7.2(a)(i) or 7.2(b)(i) applies, each representation and warranty in this Agreement and the Related Documents(including, for the avoidance of doubt and for the purposes of such representation and warranty, any defined term used in such representation and warranty), other than the representation and warranty set forth in Section 4.9(b), shall be read without regard and without giving effect to the term "material" (or derivations of the term "material") or phrases containing the words "Material Adverse Effect" or "material" (or derivations of the term "material") contained in such representation or warranty. For the avoidance of doubt, dollar thresholds and "Knowledge" qualifiers contained in such representations and warranties shall continue to be considered for all purposes under this Agreement and the Related Documents.

(b) The Warrantors shall not be liable for any claim for indemnification pursuant to Section 7.2(a)(i) as the case may be, (i) for any Losses for any individual claim (or group of related or similar claims) for an amount of less than $200,000 (each, a "**De Minimis Loss**"), and (ii) unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Warrantors equals or exceeds $2,000,000, in which case the Warrantors shall be liable for the full amount of such Losses from the first dollar thereof (and not merely the excess over such amount), provided that, this Section 7.5(b) shall not apply for claims with respect to any specific indemnification obligations under Section 7.3 and Section 7.4.

(c) The Buyer shall not be liable for any claim for indemnification pursuant to Section 7.2(b)(i) as the case may be, (i) for any Losses for any individual claim (or group of related or similar claims) for an amount of less than the De Minimis Loss and (ii) unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Buyer equals or exceeds $2,000,000, in which case the Buyer shall be liable for the full amount of such Losses from the first dollar thereof (and not merely the excess over such amount).

(d) The maximum Liability of the Warrantors under this Agreement and the Related Documents under Section 7.5(b) shall be limited to an amount equal to $40,000,000, *provided that*, the Liabilities arising from any claims with respect to breach by the Warrantors of any specific indemnification obligations under Section 7.3 and Section 7.4 shall be excluded from the calculation of Liabilities of the Warrantors for the purpose of this Section 7.5(d).

(e) The maximum Liabilities of the Buyer under this Agreement and the Related Documents under Section 7.5(c) shall be limited to an amount equal to $10,000,000.

(f) Notwithstanding anything to the contrary herein, the Buyer's right to indemnification under this Article VII will not be affected by any knowledge acquired by the Buyer at any time before the Closing Date, unless such matter has been updated in the Disclosure Schedule as may be permitted under the terms herein.

7.6 Indemnification Procedures

(a) If notice is received by any Party (an "**Indemnified Party**") or any such Party's Affiliates of any claim by a Person not party to this Agreement (a "**Third-Party Claim**") for which any other Party (the "**Indemnifying Party**") could have an indemnification obligation pursuant to Section 7.3 and Section 7.4, the notified Person shall promptly notify the Indemnifying Party in writing of such Third-Party Claim, provided however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under Section 7.3 and Section 7.4 except to the extent that the Indemnifying Party is materially prejudiced by such failure.

(b) If such notice is given, the Indemnifying Party will be entitled, upon giving notice to such Indemnified Party (such notice to include an acknowledgment in writing of its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third-Party Claim, subject to the limitations on indemnification set for the herein) within thirty days (30) days of receipt of such notice from an Indemnified Party, to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party at the Indemnifying Partys sole cost and expense and the Indemnifying Party will be entitled to defend, prosecute, appeal, negotiate, resolve, settle, compromise, arbitrate or otherwise pursue such Third-Party Claim, in whole or in part, subject to and in accordance with the provisions of this Agreement.

(c) If the Indemnifying Party exercises its rights to assume the defense of such Third-Party Claim, the Indemnifying Party shall have no obligation to indemnify or pay for or reimburse any Indemnified Party for any attorneys' and expert fees or expenses incurred by the Indemnified Party after the assumption by the Indemnifying Party of the defense of such Third-Party Claim; provided, that the Indemnified Party shall be entitled to participate in the defense of such Third-Party Claim and the reasonable fees and expenses of one counsel to the Indemnified Party will be indemnifiable hereunder if, in the opinion of counsel to the Indemnified Party, a conflict of interest exists between the Indemnitor and any Indemnitee or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party.

(d) The Indemnifying Party agrees that, it will not, without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld, conditioned or delayed, settle, compromise or consent to the entry of any judgment or arbitral decision in any pending or Threatened Third-Party Claim relating to the matters contemplated hereby if any Indemnified Party is a party thereto or has been Threatened to be made a party thereto unless such settlement, compromise or consent (A) includes an unconditional release of each such Indemnified Party from all liability arising or that may arise out of such Third-Party Claim, (B) does not involve any injunctive or equitable relief binding on such Indemnified Party or any of its

Affiliates, and (C) does not involve any admission of wrongdoing by such Indemnified Party or any of its Affiliates.

(e) If the Indemnifying Party does not exercise its right to assume the defense of any Third-Party Claim, the Indemnified Party may assume the defense thereof by counsel selected by the Indemnified Party and reasonably satisfactory to the Indemnifying Party. Regardless of whether or not the Indemnifying Party elects to defend any Third-Party Claim, the Indemnifying Party or the Indemnified Party, as the case may be, defending such Third-Party Claim shall (A) conduct the defense of such Third-Party Claim with reasonable diligence and keep the Indemnifying Party or the Indemnified Party, as the case may be, reasonably informed of material developments in the Third-Party Claim at all stages thereof, (B) promptly submit to the Indemnifying Party or the Indemnified Party, as the case may be, copies of all pleadings, responsive pleadings, motions and other legal documents and papers received or filed in connection therewith, (C) permit the Indemnifying Party or the Indemnified Party, as the case may be, and its counsel to confer on the conduct of the defense thereof, and (D) unless it is not reasonably practicable, permit the Indemnifying Party or the Indemnified Party, as the case may be, and its counsel an opportunity to review all legal documents and papers to be submitted prior to their submission.

(f) The Parties agree to cooperate reasonably with each other in connection with the defense, negotiation or settlement of any Third-Party Claim, including by providing reasonable access to each other's relevant business records and other documents and employees, at reasonable times and upon reasonable notice.

7.7 No Double Recovery. Notwithstanding the fact that any Person may have the right to assert claims for indemnification under or in respect of more than one provision of this Agreement in respect to any fact, event, condition or circumstance, no Person will be entitled to recover the amount of any Losses suffered by such Person more than once under both this Agreement and the Related Documents in respect of such fact, event, condition or circumstance.

7.8 Subrogation Rights. Notwithstanding anything to the contrary under this Article VII, to the extent there are any rights or claims that the Seller is entitled to make against the Sierra Wireless Group under the Sierra Wireless Transaction, the Buyer and its Affiliates shall have the right to require the subrogation of the Seller to all of the Seller's rights of recovery against the Sierra Wireless Group, which shall not be subject to any cap, restrictions or limitation on liability provided elsewhere under this Agreement. The subrogation rights provided herein shall be exercised at the cost of (i) the Buyer, if the claims against Sierra Wireless Group are claims that the Buyer is not otherwise entitled to under this Agreement against the Warrantors when making such claims, or (ii) the Warrantors, if the claims against Sierra Wireless Group are claims that the Buyer is entitled to under this Agreement against the Warrantors when making such claims, in which case the Warrantors shall pay for all reasonable expenses incurred by the Buyer and/or its Affiliates in connection with such claims. The Warrantors shall fully cooperate with the Seller and facilitate such subrogation claims initiated by the Buyer. Notwithstanding the above, nothing in this provision shall relieve or release any Party from any Liabilities for any breach of this Agreement by such Party as provided herein.

ARTICLE VIII
CONDITIONS TO CLOSING

8.1 Conditions to the Obligation of the Warrantors and the Buyer. The obligation of the Buyer and the Warrantors to consummate the Transactions shall be subject to the satisfaction or waiver by the Buyer and the Warrantors at or prior to the Closing of each of the following conditions:

(a) each of this Agreement and the Related Documents is duly executed and delivered;

(b) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction, order or other legal restraint (whether temporary, preliminary or permanent) that is in effect and that has the effect of making entering into this Agreement or any Related Documents, or consummation of the Transactions, illegal, or otherwise prohibiting, restraining or preventing the consummation of the Transactions; and

(c) each Party shall have duly complied with all applicable Laws and stock exchange rules, guidelines and regulations in consummating the Transactions in this Agreement and the Related Documents, including any reporting requirements of any applicable stock exchange, and to the extent any Regulatory Approval is required, such approval has been obtained without any conditions or obligations, unless such conditions or obligations imposed have no material adverse effect on the Business as a whole.

8.2 Conditions to the Obligation of the Buyer. The obligation of the Buyer to consummate the Transactions shall be subject to the satisfaction (or waiver by the Buyer) at or prior to the Closing of each of the following conditions:

(a) each of the representations and warranties (other than the Warrantor Fundamental Representations) of the Warrantors contained in Article III and Article IV shall be true and correct in all respects (disregarding all qualifications or limitations as to "Material Adverse Effect" or "materiality" contained in such representations and warranties) as of the Closing Date, with the same effect as though those representations and warranties had been made on and as of the Closing Date, except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall be true and correct in all respects as of such date, except, in the case of all such representations and warranties other than the Warrantor Fundamental Representations, where failure to be so true and correct does not have, and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and the Buyer shall have received a certificate by each of the Warrantors to that effect dated as of the Closing Date and executed by a director of each of such Warrantor, respectively;

(b) each of Warrantor Fundamental Representations (other than the Warrantor Fundamental Representations set forth in Section 3.1(d) shall be true and correct in all material respects, and each of the Warrantor Fundamental Representations set forth in Section 3.1(d) shall be true and correct in all respects, in each case, disregarding all qualifications or limitations as to "Material Adverse Effect" or "materiality" contained in such representations and

warranties, as of the Closing Date, with the same effect as though those representations and warranties had been made on and as of the Closing Date, except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall be true and correct in all material respects as of such date, and the Buyer shall have received a certificate by each of the Warrantors to that effect dated as of the Closing Date and executed by a director of each of such Warrantor, respectively;

(c) each of the covenants and agreements of the Warrantors to be performed on or prior to the Closing Date (except those covenants and agreements that by their nature may only be performed at the Closing itself) shall have been duly performed in all material respects, and the Buyer shall have received at the Closing a certificate by each of the Warrantors to that effect dated as of the Closing Date and executed by a director of each of such Warrantor, respectively;

(d) all consents of any Person necessary to the consummation of the Closing and the other Transactions, including consents from parties to loans, contracts, leases or other agreements and consents from governmental agencies as listed in Section 3.2(b) of the Disclosure Schedules (including consents from Qualcomm and Renault in form and substance reasonably satisfactory to the Buyer), shall have been obtained, and a copy of each such consent shall have been provided to the Buyer at or prior to the Closing;

(e) there shall not be in effect any injunct on or other Order issued by a Governmental Entity of competent jurisdiction or stock exchange restraining or prohibiting the consummation of the Transactions, including any national or supranational competition authorities in relation to any merger control rules, and no Legal Proceeding shall have been commenced by or before any Governmental Entity against any Warrantor, seeking to restrain or materially and adversely alter the transactions contemplated by this Agreement which, in the reasonable, good faith determination of the Buyer, is likely to render it non-commercially reasonable to consummate the Transactions;

(f) there shall have been no executive orders, government actions, public statements issued by a Governmental Entity against any of Fibocom, the Seller or any RW Group Member or any Key Customers or Key Supplier of the RW Group issued following the date hereof which may: (i) have Material Adverse Effect or could reasonably be expected to have Material Adverse Effect on the Transaction; (ii) discourage RW Group's Key Customers or Key Suppliers from transacting with RW Group; or (iii) induce additional administrative burdens which would materially and adversely impact RW Group's profitability, including any actual or Threatened sanctions against Fibocom, the Seller or RW Group Member, or placing Fibocom, the Seller or any RW Group Member on any national or supranational Governmental Entity sanction lists or "watchlists";

(g) there shall have been no Leakage (excluding Permitted Leakage) exceeding $100,000 in the aggregate during the Pre-Closing Period, except for Leakage already included in the Preliminary Closing Statement and to be adjusted upon the Closing or otherwise agreed by the Buyer;

(h) the Warrantors shall have delivered, or caused to be delivered, to the Buyer the documents contemplated by Section 2.6(b);

(i) the Seller shall have received the written consent related to the approvals from Key Customers and Key Suppliers in relation to the Transactions;

(j) the Seller shall have received the CMB Loan Amendment duly executed by CMB in a form reasonably acceptable to the Buyer, a copy of which has been provided to the Buyer;

(k) all Assigned or Novated Contracts set forth on Schedule 2.1(d) have been transferred, assigned or novated to the Buyer or any RW Group Member designated by the Buyer;

(l) the Preliminary Closing Statement and adjustments to the Closing Cash Consideration at the Closing have been reasonably agreed by the Parties;

(m) the Warrantor Group shall either have: (i) transferred each of its existing agreement or employment relationship with a Transferred Employee to the Buyer, its Affiliate or a RW Group Member; or (ii) cause to be executed a new employment agreement between each Transferred Employee and the Buyer, its Affiliate or a RW Group Member, at no additional cost to RW Group;

(n) the Warrantor Group shall have entered into the Consulting Agreement with the Buyer or a RW Group Member as designated by the Buyer in relation to the US Consultants;

(o) the Seller and RW Holdco shall have completed the mutually agreed-upon Intragroup Indebtedness Clearance Transactions; and

(p) no Material Adverse Effect shall have occurred or is reasonably expected to be highly probable to occur, and there shall have been no material change to the RW Group's financial performance, operations continuity, Business or profit forecasts, except as in the Ordinary Course of Business.

8.3 Conditions to the Obligation of the Seller. The obligation of the Seller to consummate the transactions contemplated hereby shall be subject to the satisfaction or waiver by the Seller at or prior to the Closing of each of the following conditions:

(a) each of the representations and warranties of the Buyer contained in Article V shall be true and correct in all respects as of the Closing Date, with the same effect as though those representations and warranties had been made on and as of the Closing Date, except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall be true and correct in all respects as of such date, except, in the case any representations and warranties where failure to be so true and correct does not have, and could not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the Seller to consummate the Transactions;

(b) each of the covenants and agreements of the Buyer to be performed on or prior to the Closing Date (except those covenants and agreements that by their nature may only be performed at the Closing itself) shall have been duly performed in all material respects; and

(c) the Buyer shall have delivered, or caused to be delivered, to the Seller the documents contemplated by Section 2.6(c).

ARTICLE IX
TAX MATTERS

9.1 Proration of Seller Taxes.

(a) The Seller shall cause to be prepared and filed on a timely basis in accordance with applicable Laws, or where practicable, at such other time as may be required by the Taxing Authority, all Tax Returns for the Seller for (A) any Pre-Closing Tax Period for which Tax Returns have not been filed as of the Closing Date and (B) for any Straddle Period for which Tax Returns are required to be prepared and filed (all Tax Returns referred to in clause (A) and (B) above collectively being referred to herein as the "**Stub Period Returns**"). The Seller and the Buyer shall co-operate fully with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for the preparation of all Stub Period Returns and shall preserve such data and other information until the expiration of any applicable limitation period under any Applicable Law with respect to such Stub Period Returns. The Seller shall, within three (3) calendar days from the receipt of any notice for reporting or filing any Stub Period Returns received from any Taxing Authority, provide to the Buyer a true and accurate copy of such notice, and shall consult with the Buyer in preparation of such Stub Period Returns. The Seller shall provide to the Buyer for its review and comment a copy of the Stub Period Returns at least thirty (30) days prior to the date such Stub Period Return is required to be filed (or, if any such Stub Period Return is due within thirty (30) calendar days of the Closing Date, reasonably in advance of filing to permit the Buyer sufficient time to review such Stub Period Return prior to the due date for filing thereof). The Buyer shall provide its comments (if any) to each such Stub Period Return to the Buyer within fifteen (15) calendar days of its receipt of such Stub Period Return (or, if such Stub Period Return is due within 30 calendar days of the Closing Date, reasonably in advance of filing to permit the Seller sufficient time to consider such comments). The Parties shall act in good faith to resolve any such disputes prior to the date on which the relevant Stub Period Return is required to be filed. If the Parties cannot resolve any disputed item, the item in question shall be resolved by an Independent Accounting Firm, provided that, if such disputed item fails to be resolved prior to the date on which the relevant Stub Period Return is required to be filed with the competent Taxing Authority, the Stub Period Return prepared by the Tax accountant who assists the Seller to file such Stub Period Return with the competent Taxing Authority shall be first filed with the competent Taxing Authority, and the disputed items may be supplemented or corrected subsequently upon agreement between the Parties, to the extent possible. The fees and expenses of such Independent Accounting Firm shall be borne by the Parties in accordance with Section 2.5(c)(iii). The Buyer has the right to appoint a Tax accountant for the Seller and in such case, and shall pay all reasonable costs of the preparation and filing of the Stub Period Returns for year 2023 and year 2024.

(b) Notwithstanding the assumption by the Buyer or its Affiliates of certain Taxes Liabilities of the Seller pursuant to Section 2.3(e), the Seller shall pay (A) all Taxes due with respect to all Tax Returns for the Seller for any Pre-Closing Tax Periods, (B) with respect to all Tax Returns for the Seller for any Straddle Period, such Taxes as are allocable to the Pre-Closing Straddle Period (as determined under Section 9.1(c)), and (C) with respect to all Tax Returns for the Seller for any Straddle Period, such Taxes are allocable to the portion of the Straddle Period starting immediately after the Closing Date (as determined under Section 9.1(c)). With respect to the RW HK Unpaid Taxes, no later than five (5) Business Days before the date the Seller is required to make payment of Taxes for a specific year and of a type or category of Taxes that are, in each case, identified in the table set forth in Schedule 2.3(d), the Buyer, RW Lux and RW SG shall, jointly and severally, or shall cause other RW Group Members to, advance the Seller such Taxes, but only to the extent such type or category of Tax is identified in Schedule 2.3(d) with respect to such year identified therein, and the maximum Liabilities owed by the Buyer, RW Lux and RW SG with respect to such type or category of Tax during such specific year shall not exceed the corresponding Maximum Tax Cap for such type or category of Tax during such year as set forth in Schedule 2.3(d). No later than five (5) Business Days before the date the Seller is required to make payment of Taxes for any Straddle Period, the Buyer, RW Lux and RW SG shall, or shall cause RW Group Members to, advance the Seller such Taxes as are allocable to the Pre-Closing Straddle Period paid by the Seller pursuant to clause (B) above. In no event shall Buyer or any of its Affiliates be required to reimburse or otherwise liable for such Taxes allocable to the portion of the Straddle Period starting immediately after the Closing Date paid by the Seller pursuant to clause (C) above, provided however that, the Buyer, RW Lux and RW SG shall, or shall cause RW Group Members to, reimburse the Seller or its Affiliates such portion of Hong Kong corporate profit Taxes arising from the open purchase orders between the Seller and suppliers and customers as performed and completed by the Seller for and on behalf of the Buyer pursuant the Buyer's instructions after the Closing. Notwithstanding anything to the contrary herein, the Seller shall not charge any costs, expenses, service fees, or markups or discounts on the prices of products or services purchased or sold or in relation to any other type of transactions carried out for and on behalf of the Buyer.

(c) In the case of any Straddle Period, the amount of Taxes allocable to the portion of the Straddle Period ending immediately prior to the Closing Date shall be:

(i) in the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire Straddle Period (including Taxes determined on an arrears basis with respect to the Straddle Period) multiplied by a fraction, the numerator of which is the number of calendar days in the Straddle Period prior to the Closing Date and the denominator of which is the number of calendar days in the entire relevant Straddle Period; and

(ii) in the case of Taxes not described in (A) above (such as profit Taxes, Taxes that are based upon or related to income or receipts, or Taxes that are based upon occupancy or imposed in connection with any sale or other transfer or assignment of property), the amount of such Taxes determined as if such Tax period ended immediately prior to the Closing Date.

9.2 Cooperation on Tax Matters. The Warrantors and the Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to a refund of Taxes or participating in or conducting any audit or other proceeding in respect of Taxes, or making representations in respect of Tax matters of the RW Group for the period before the Closing (to the extent that such representations are not beyond the scope of Tax related representations made by the Warrantors under this Agreement) to (it being understood the Warrantors are not obligated to make such representations after three (3) years from the Closing) or furnishing information to parties subsequently desiring to purchase any part of the Purchased Assets or the Business from the Buyer. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with related work papers and documents relating to rulings or other determinations by taxing authorities. The Warrantors and the Buyer shall make themselves (and their respective employees) reasonably available on a mutually convenient basis to provide explanations of any documents or information provided under this Section 9.2.

9.3 Tax Refunds. Any withholding or income Tax refunds that are received by the Seller after the Closing Date that relate to Pre-Closing Tax Periods and Pre-Closing Straddle Periods shall be for the account of the Buyer, and the Seller shall pay over to the Buyer any such refund within five (5) Business Days after receipt thereto. Vice versa, any withholding or income Tax refunds that are received by the Seller after the Closing Date that relate to withholding or income tax borne by the Seller in accordance with the terms herein that relate to Tax periods or portions thereof ending immediately after the Closing Date (including the portion of the Straddle Period starting immediately after the Closing Date) shall be for the account of the Seller.

ARTICLE X
TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by the written agreement of the Buyer and the Seller;

(b) by the Seller, on the one hand, or the Buyer, on the other hand, if the Transactions shall not have been consummated by 5:00 P.M. China time on the Outside Date, unless such date is extended by the mutual written agreement of the Seller and the Buyer; provided, that the termination right set out in this Section 10.1(b) shall not be available to the Party whose failure to fulfill or cause to be fulfilled any obligation, covenant or agreement under this Agreement or whose breach of any representation or warranty under this Agreement has been the cause of the failure of the Transactions to be consummated prior to such date;

(c) by the Buyer, if the Warrantors shall have breached or failed to perform any of their representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform would give rise to a failure of a condition set forth in Sections 8.1or 8.2 and which breach or failure to perform is incapable of being cured by the relevant Warrantor by the earlier of (i) within twenty (20) days after the giving of written notice

by any of the Warrantors of such breach or failure and (ii) the Outside Date; provided, that at the time of such termination, the Buyer shall not be in material breach of their obligations under this Agreement;

(d) by the Seller, if the Buyer shall have breached or failed to perform any of their representations, warranties, covenants or agreements contained in this Agreement, which breach or failure to perform would give rise to a failure of a condition set forth in Section 8.1 or 8.3 and which breach or failure to perform is incapable of being cured by the Buyer by the earlier of (i) within twenty (20) days after the giving of written notice by the Buyer of such breach or failure and (ii) the Outside Date; provided, that at the time of such termination, the Seller shall not be in material breach of their obligations under this Agreement; or

(e) by the Seller, on the one hand, or the Buyer, on the other hand, if consummation of the Transactions would violate any non-appealable final Order or applicable Law permanently restraining, enjoining or otherwise prohibiting the consummation of the Transactions.

Neither the Buyer nor the Seller may rely on the failure of any condition set forth in Sections 8.1, 8.2 or 8.3, as the case may be, in connection with any termination hereunder if such failure was primarily caused by such Party's failure to comply with any provision of this Agreement. The Party desiring to terminate this Agreement pursuant to this Section 10.1 shall do so by giving notice of such termination to the other Party.

10.2 Effect of Termination.

(a) In the event of the termination of this Agreement pursuant to Section 10.1, subject to Section 10.2(b), this Agreement shall become void and have no effect, except as provided in Section 6.6, Article XI, and this Section 10.2; provided, however, notwithstanding the foregoing, if this Agreement is terminated by a Party due to the breach of this Agreement by the other Party of any of its representations and warranties, covenants or agreements under this Agreement, or due to a failure of any condition to the terminating Party's obligation to consummate the Closing as a result of the other Party's failure to comply with its representations and warranties, covenants or agreements under this Agreement, the terminating Party shall have the right to pursue all remedies available under this Agreement and permitted under the applicable Laws, provided further, that no termination of this Agreement shall relieve or release any Party from any Liabilities for any breach of this Agreement by such Party prior to the termination.

(b) For the avoidance of doubt, if this Agreement is terminated as provided herein, all information received by the Parties with respect to the other Parties, their respective Affiliates and the Transactions shall be treated in accordance with the confidentiality obligations stipulated herein, which shall remain in full force and effect notwithstanding the termination of this Agreement.

(c) If this Agreement is terminated as provided herein and the Purchased Shares and/or the Purchased Assets (if any) has been transferred to and registered in the name of the Buyer or any entity designated by it (if applicable), the Buyer or its designated entity shall immediately transfer such Purchased Shares and/or the Purchased Assets back to the Seller

and shall take all necessary actions that should be taken to complete such transfer, at the sole cost of the Seller.

ARTICLE XI
GENERAL PROVISIONS

11.1 Expenses.

(a) Except as otherwise specifically provided for in this Agreement and the Related Documents, Fibocom shall be solely responsible for all expenses, costs and fees (including attorneys', auditors' and financing fees, if any) directly or indirectly sustained or incurred for the benefit of the Seller and the RW Group before the Closing in connection with or for the purposes of facilitating the Transactions, including but not limited to any fees, costs or expenses relating to (i) due diligence, negotiations, preparation and execution of this Agreement, Related Documents and other related documentation, and the consummation of the Transactions (including the Closing) here under and thereunder, (ii) any Taxes in connection with the Transactions payable, to be paid or incurred for the benefit of the RW Group (including any Pre-Closing Transaction Taxes and any Taxes payable by the Seller as a result of receiving any amount pursuant to this Agreement or any Related Documents), (iii) any Employee Transaction Costs and the Employee Retention Bonus, and (iv) any filing fees, government charges, disbursements and expenses, out-of-pocket costs, and any costs and fees incurred by the Seller for the purposes of satisfying the conditions to the Closing, including the transfer, assignment or assumption of any Purchased Assets or Assumed Liabilities (collectively, the "**Sellers Transaction Costs**"). Unless otherwise agreed in advance by the Buyer in writing, all Sellers Transaction Costs shall be borne and paid by Fibocom, as its own costs and expenses in relation to the Transactions contemplated herein, and shall not to be payable, paid or advanced by the Seller, RW Holdco or any RW Group Member, provided that, Sellers Transaction Costs may be deducted from the Closing Cash Consideration if agreed by the Buyer. For the avoidance of doubt, such expenses shall be paid by Fibocom, and not to be borne, paid or advanced by RW Group, the Seller or RW Holdco.

(b) The Buyer shall pay for all expenses, costs and fees (including attorneys', auditors' and financing fees, if any) directly or indirectly sustained or incurred for the benefit of the Buyer before the Closing in connection with or for the purposes of facilitating the Transactions, including but not limited to any fees, costs or expenses relating to due diligence, negotiations, preparation and execution of this Agreement, Related Documents and other related documentation, and the consummation of the Transactions (including the Closing) and thereunder, together with any Taxes in connection with the Transactions payable, to be paid or incurred for the benefit of the Buyer (collectively, the "**Buyer Transaction Costs**"), provided that, if the Closing occurs, RW Group shall reimburse the Buyer all such Buyer Transaction Costs.

11.2 Further Actions. Each Party shall do and perform, or cause to be done and performed, all such further actions, and shall execute and deliver all such other agreements, certificates, instruments and documents, as may reasonably be requested by the other Party or Parties to carry out the intent and accomplish the purposes of this Agreement and to consummate or implement the Transactions.

11.3 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by next-day or overnight mail or delivery or (c) sent by fax or electronic mail, as follows:

(i) if to the Buyer, RW Lux and RW SG,

EUROPASOLAR S.À R.L
45 Boulevard Prince Henri 1724 Luxembourg

Attention: Hongwei Chen, Kiril Ip and Russell Teh
Facsimile: Not applicable
Email: europa@forebrightcapital.com

with a copy to:

Dechert
31/F, Jardine House
One Connaught Place
Central Hong Kong

Attention: Yang Wang
Email: yang.wang@dechert.com
Facsimile: +852 9301 2690

(ii) if to the Warrantors,

Rolling Wireless (H.K.) Limited, 深圳市锐凌无线技术有限公司 (Rolling Wireless Technology Co., Ltd.) and 深圳市广和通无线股份有限公司 (Fibocom Wireless Inc.)
Room 1101, Tower A, Building 6,
Shenzhen International Valley, Xili Community,
Xili Street, Nanshan District, Shenzhen, China

Attention: Liang Yuanpeng
Email: Gordon.liang@fibocom.com

or, in each case, at such other address, fax number or e -mail address as may be specified in writing to the other Parties hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (x) if by personal delivery, on the day of such delivery, (y) if by next-day or overnight mail or delivery, on the day delivered or (z) if by fax or electronic mail, on the day of delivery if sent by 5:00 PM on a Business Day, or on the first Business Day following the day of delivery if sent after 5:00 PM on a Business Day or on a day other than a Business Day.

11.4 Assignment; Successors. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns;

provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party hereto; provided further, that the Buyer may assign and/or delegate all or any portion of its rights or obligations under this Agreement to one or more of its Subsidiaries or designate entity (collectively, the "**Additional Buyers**"; and each, an "**Additional Buyer**") prior to the Closing Date, to the extent it will not delay the Closing (including as a result of reviews or investigations under Antitrust Law), without the consent of the Seller, but no such assignment or delegation shall relieve the Buyer of any of its obligations hereunder, and in such case, each Additional Buyer shall become a party to and be bound by this Agreement (unless the Parties agree otherwise) and the rights and obligations of the Buyer and each Additional Buyer shall be joint and several under this Agreement (whether or not the Additional Buyer was consented to by the Seller). In the event of a permitted assignment under this Section 11.4, the Parties agree to enter into any additional documents or agreements on substantially similar terms as set forth in this Agreement and the Related Documents, including without limitation local purchase agreements for the principal purpose of conveyance of the Purchased Assets or assumption of the Assumed Liabilities, as may be requested by the Buyer.

11.5 Amendment; Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by each of the Parties. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement or the failure to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.

11.6 No Third Party Beneficiaries. Unless otherwise specifically provided for herein, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

11.7 Entire Agreement. This Agreement and the Related Documents (including the exhibits and schedules to this Agreement and the Related Documents) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof or in the Related Documents.

11.8 Severability. If any provision, including any phrase, sentence, clause, section or subsection, of this Agreement is invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provisions in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

11.9 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

11.10 Counterparts. This Agreement may be executed in counterparts and by means of facsimile, portable document format (.pdf) or other electronic means, each of which when so executed and delivered being deemed an original and all such counterparts together constituting one and the same instrument.

11.11 No Third Party Beneficiaries. Subject to Sections 6.16 and 7.1, nothing in this Agreement shall confer any rights upon any Person or entity other than the Parties and their respective successors and permitted assigns.

11.12 Governing Law. This Agreement, all acts and transactions pursuant hereto and all obligations of the parties hereto shall be governed by and construed in accordance with the Laws of Singapore without reference to Singapore's principles of conflicts of law that would refer a matter to a different jurisdiction.

11.13 Confidentiality

(a) Each of the Warrantors hereby undertakes with the Buyer and the Buyer hereby undertakes to the Warrantors, to preserve the confidentiality of the Non-Disclosable Information and, except to the extent otherwise expressly permitted pursuant to Section 11.13(b), not to directly or indirectly disclose or use for its own or any other purposes such Non-Disclosable Information.

(b) Notwithstanding the provisions of Section 11.13(a), any Party may (where applicable, in accordance with Section 11.13), disclose Non-Disclosable Information if and to the extent (i) required by any applicable Law or any Governmental Entity competent to require the same, (ii) required by virtue of the regulations of any securities exchange on which any Party's securities are or may in future be listed or traded; (iii) required to vest the full benefit of this Agreement or any other Related Document or to enforce any of the rights of that Party in such aforementioned agreement or document; (iv) required by its tax or other professional advisers, officers, employees, consultants for the proper performance of their services to that Party (provided that such disclosure is on terms that it is confidential, the disclosing party assumes responsibility for the relevant professional adviser, officer, employee, or consultant ensuring the confidentiality of such Non-Disclosable Information and any breach of this obligation and gives notice of the provisions of this Section 11.13); (v) that such information is in or has come into the public domain through no fault of that Party or a breach of a confidentiality obligation by the discloser where the breach was known to that Party; (vi) the disclosure is made by the Buyer to any of its financing providers for the purposes of the Transaction, subject to the recipient keeping such Non-Disclosable information confidential; (vii) the disclosure is made by the Buyer to any existing or potential investor, annual meeting invitee or lender or to any new buyer of the RW Group in the future subject to the recipient keeping such information confidential; or (viii) it is necessary to obtain any relevant tax clearances from any appropriate Taxing Authority.

(c) If a Party is required or entitled to disclose Non-Disclosable Information in a manner permitted by Section 11.13, such Party will, to the extent permitted by any relevant law, regulation, exchange, court or competent authority, (i) provide the Buyer and the Warrantors' Representative with advance notice of the requirement and a copy of the disclosure to be made; (ii) to the extent permitted by law, take into account any reasonable requirements made

by the Buyer and the Warrantors' Representative in relation to the contents or timing of the disclosure; and (iii) give the other Parties which would be affected by the disclosure a reasonable opportunity to seek an appropriate remedy to prevent such disclosure and cooperate with such other Parties in respect thereof.

(d) The covenants contained in this Section 11.13 will continue to apply after Closing without limit in time.

11.14 Dispute Resolution

(a) Unless otherwise provided by Law, any and all disputes or controversies arising under this Agreement or the Related Documents ("**Dispute**") shall be referred to and finally settled through Arbitration to be administrated by the Singapore International Arbitration Centre ("**SIAC**") under the then applicable SIAC Administered Arbitration Rules in force when a party submits the Dispute for arbitration with notice to the other non-submitting parties (the "**Rules**"), except for any changes set forth herein, or by mutual agreement between the Parties hereto. For the avoidance of doubt, this arbitration provision shall be governed by Singapore law.

(b) The arbitral tribunal shall be conducted by three (3) independent arbitrators (the "**Arbitrators**"). The Buyer shall appoint one (1) Arbitrator, the Warrantors shall appoint one (1) Arbitrator, and the two (2) Arbitrators so appointed shall agree on the third Arbitrator, who shall serve as the chairperson of the arbitral tribunal.

(c) The seat of arbitration shall be in Singapore, where the arbitration award shall be rendered. The arbitration shall be conducted in English. The Arbitrators shall apply the choice of law provided under Section 11.12.

(d) The Arbitrators shall have the authority to grant urgent, interim and permanent measures deemed appropriate, including orders for the specific performance of the obligations set forth herein. Any order, decision, determination or award rendered by the Arbitrators shall be final, compulsory and legally binding on the parties and their successors, and may be entered and enforced in any court having jurisdiction thereof or having jurisdiction over the relevant party and/or any of its assets.

(e) The arbitral award shall allocate to the losing party, or to both parties in the proportion of their relative failure on their claims and counterclaims, the arbitration costs and expenses, including reasonable attorneys' fees.

(f) The Parties undertake to not disclose (and not allow the disclosure of) any information that they become aware of or any documents presented in the arbitration that are not otherwise of public domain, any evidence or materials produced in arbitration or any decisions rendered in arbitration, unless and to the extent that (i) disclosure is required by law or regulation, (ii) disclosure is requested by a judicial or governmental order; or (iii) the information become public by any other means not related to the Parties or their Affiliates. Any and all controversies related to the confidentiality obligations set forth herein shall be finally settled by the Arbitrators.

(g) If one or more Disputes arise under this Agreement, then any or all such Disputes may be brought into a single arbitration. For this purpose, the SIAC shall, upon request by any of the Parties consolidate the arbitral proceeding with any other pending arbitration that involves the resolution of Disputes arising under this Agreement, in accordance with the Rules. The SIAC decision on the consolidation shall be final and binding upon the parties to all proceedings.

11.15 Waiver of Punitive and Other Damages.

(a) Unless awarded to a third party in connection with a Third-Party Claim, the Parties to this Agreement expressly waive and forego any right to recover punitive, exemplary or similar damages in any Legal Proceeding or indemnification claim arising out of or resulting from any controversy or claim arising out of or relating to this Agreement or the Transactions.

(b) Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any dispute or any litigation directly or indirectly arising out of or relating to this Agreement or the Transactions.

(c) Each Party certifies and acknowledges that (i) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce either of the foregoing waivers, (ii) it understands and has considered the implications of such waivers, (iii) it makes such waivers voluntarily, and (iv) it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.15.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

BUYER

EUROPASOLAR S.À R.L

By: _____

Name: Hongwei Chen
Title: Authorised Signatory

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER

ROLLING WIRELESS (H.K.) LIMITED

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

深圳市广和通无线股份有限公司

(FIBOCOM WIRELESS, INC.)

By: _____

Name:

Title:

深圳市锐凌无线技术有限公司

(ROLLING WIRELESS TECHNOLOGY CO., LTD)

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

ROLLING WIRELESS S.À R.L

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

ROLLING WIRELESS S.À R.L

By: 

Name: Andreas Kohn
Title: Managing Director and COO

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

ROLLING WIRELESS PTE. LTD.

By: _____

Name: Rafet Lakhdar

Title: Managing Director

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made as of [●] 2024 by and between EUROPASOLAR S.à r.l (the "**Buyer**") and Rolling Wireless (H.K.) Limited, company limited by shares incorporated in Hong Kong ("**RW HK**" or "**Seller**"). Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Asset Purchase Agreement (as defined below). The Seller and the Buyer are referred to herein as a "**Party**" and, together, the "**Parties**".

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of [•] 2024, by and among others, the Buyer, the Seller, RW Lux and the other parties thereto (the "**Asset Purchase Agreement**"), the Buyer has agreed, among other things, to (i) purchase, or cause its designee to purchase, free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer), all of the Seller's right, title and interest in, to and under the Purchased Assets and (ii) assume, or cause its designee to assume, all of the Assumed Liabilities of the Seller.

NOW, THEREFORE in consideration of the mutual promises, covenants, representations, and warranties made herein and of the mutual benefits to be derived therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Seller hereby irrevocably assigns, conveys, sells and transfers, free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer), to [•], all of the Seller's right, title and interest in, to and under the Purchased Assets, including, without limitation, the Assigned Contracts, hardware designs related to the Automotive Network Access Devices, Permits, Accounts Receivable and goodwill of the Business, and [•] hereby accepts such assignment, conveyance, sale and transfer of the Seller's right, title and interest in, to and under such Purchased Assets.

2. The Seller hereby irrevocably delegates, conveys, and transfers to [•] all of Seller's obligations and liabilities that are Assumed Liabilities under the Asset Purchase Agreement, and [•] hereby accepts and assumes such Assumed Liabilities.

3. From time to time after the Closing, each Party shall, and shall cause its Affiliates to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Parties hereto and necessary for the requesting Party to satisfy its obligations hereunder, or to obtain the benefits of this Agreement (including any assignment agreements of intellectual property included in the Purchased Assets).

4. This Agreement and all the rights and powers granted hereby shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. This Agreement shall be governed by and construed in accordance with the Laws of Singapore without reference to Singapore's principles of conflicts of law that would refer a matter to a different jurisdiction applicable therein.

6. This Agreement may be executed in one or more counterparts, all of which shall be deemed originals and considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in portable document format (.pdf) or similar attachment or by other electronic means shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

7. The Parties agree and acknowledge that this Agreement is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the Parties are expressly provided for therein, and that the execution and delivery of this Agreement shall not impair or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event any conflict between the provisions of the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement will control.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER

ROLLING WIRELESS (H.K.) LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

BUYER

EUROPASOLAR S.À R.L

By: _____
Name:
Title:

EXHIBIT B

FORM OF BILL OF SALE

FORM OF BILL OF SALE

THIS BILL OF SALE shall be effective as of [•], 2024 (the "**Effective Date**"). Reference is made to the Asset Purchase Agreement, dated as of [•], 2024 (the "**Asset Purchase Agreement**") by and among others, EUROPASOLAR S.à r.l (the "**Buyer**") and Rolling Wireless (H.K.) Limited ("**RW HK**" or the "**Seller**") and other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Asset Purchase Agreement.

1) Pursuant to the terms of the Asset Purchase Agreement, the Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby irrevocably sell, convey, transfer, assign and deliver to:

(i) [•], free and clear of all Liens, other than Permitted Liens or Liens created by the Buyer, all of the Seller's right, title and interest in, to and under the Purchased Assets; and

(ii) [•][1].

2) There shall be excluded from this Bill of Sale any and all personal property, tangible and intangible, which are part of the Purchased Assets but which are being transferred to the Buyer or any of its Affiliates pursuant to the Assignment and Assumption Agreement entered into between the Buyer and the Seller on or about the date hereof.

3) This Bill of Sale is being executed and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, and additional rights and obligations of the Parties are expressly provided for therein. The execution and delivery of this Bill of Sale shall not impair or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event of any conflict between the provisions of the Asset Purchase Agreement and this Bill of Sale, the provisions of the Asset Purchase Agreement will control.

4) This Bill of Sale shall be governed by and construed in accordance with the laws of Singapore without reference to Singapore's principles of conflicts of law that would refer a matter to a different jurisdiction applicable therein.

5) This Bill of Sale may be executed in one or more counterparts and delivered by means of facsimile signature, portable document format (.pdf) or other electronic means, each of which when so executed and delivered being deemed an original and all such counterparts shall together constitute one and the same instrument and shall become effective on the Effective Date.

[Remainder of this page left intentionally blank]

[1] **NTD**: Buyer assignee(s) and scope of the Purchased Assets acquired by such assignee(s) to be determined.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER

ROLLING WIRELESS (H.K.) LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

BUYER

EUROPASOLAR S.À R.L

By: _____
Name:
Title:

EXHIBIT C

FORM OF CONSULTING AGREEMENT

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("**this Agreement**") is effective as of the Closing Date as defined under the APA, by and among Rolling Wireless S.à r.l, a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (hereinafter referred to as "**RW Lux**") and Fibocom Wireless USA, a duly organized company under the laws of Texas, USA (hereinafter referred to as "**Fibocom US**"). RW Lux and Fibocom US are hereinafter referred to as the "**Parties**" and individually as a "**Party**".

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement ("**APA**"), dated as of [•] 2024, by and among Fibocom Wireless, Inc. ("**Fibocom**"), Rolling Wireless Technology Co., Ltd. ("**RW Holdco**"), Rolling Wireless (H.K.) Limited ("**RW HK**" or the "**Seller**", together with Fibocom and RW Holdco, the "**Seller Group Members**"), RW Lux, EUROPASOLAR S.à r.l (the "**Buyer**") and other parties thereto, the Buyer has agreed, among other things, to (i) purchase, or cause its designee to purchase, free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer), all of the Seller' right, title and interest in, to and under the Purchased Assets, including all the shares of RW Lux, and (ii) assume, or cause its designee to assume, all of the Assumed Liabilities of the Sellers.

WHEREAS, to facilitate the transactions under the APA, the Seller Group Members agreed to provide consultancy services to RW Lux for a certain transitional period.

WHEREAS, Fibocom US is a wholly owned subsidiary of Fibocom and has the personnel necessary for the consultancy services to be provided to RW Lux.

NOW, THEREFORE, the Parties, after friendly negotiations, hereby agree below:

ARTICLE 1
DEFINITIONS

1.1. Except as otherwise provided herein or in the APA, or where the context otherwise requires, the following terms used herein shall have the following meanings:

"**Affiliates**" means any legal entity or entities directly or indirectly controlling, controlled by, or under common control with a Party. The term "control" as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares, partnership interests, membership shares or similar evidence of ownership of such controlled entity.

"**Confidential Information**" has the meaning as ascribed to it under Section 5.2.

"**Customer Information**" has the meaning as ascribed to it under Section 5.1.

"**Default**" has the meaning as ascribed to it under ARTICLE 8.

"**Defaulting Party**" has the meaning as ascribed to it under ARTICLE 8.

"**Designated Consultants**" has the meaning ascribed to it under Section 2.1.

"**Laws**" has the meaning as ascribed to it under Section 1.2.

"**Rights**" has the meaning as ascribed to it under Section 10.5.

"**Services**" means consultancy services in connection with the business of RW Lux.

"**Service Fees**" means all the fees payable by RW Lux to Fibocom US under ARTICLE 3 in respect of the Services provided by Fibocom US.

"**Termination Notice**" has the meaning as ascribed to it under Section 6.1.

1.2. The references to any laws and regulations (hereinafter the "**Laws**") herein shall be deemed:

(a) to include the references to the amendments, changes, supplements and reenactments of such Laws, irrespective of whether they take effect before or after the date of this Agreement; and

(b) to include the references to other decisions, notices or regulations enacted in accordance therewith or effective as a result thereof.

1.3. Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to them in the APA.

1.4. Except as otherwise stated in the context herein, all references to a section, clause, item or paragraph shall refer to the relevant part of this Agreement.

ARTICLE 2
SERVICES

2.1. Fibocom US shall diligently provide Services to RW Lux pursuant to the needs of the business of RW Lux and the conditions stipulated herein. For this purpose, Fibocom US shall have in place the personnel reasonably necessary for the provision of the Services, so as to meet the needs of Fibocom US's provision of high-quality Services to RW Lux.

Schedule A lists out the personnel ("**Designated Consultants**") confirmed by the Parties to provide the Services to RW Lux pursuant to this Agreement and RW Lux's additional instructions. The Parties agree that Schedule A shall be amended and updated from time to time, based on prior written consent by RW Lux, to reflect the personnel providing Services to RW Lux from time to time.

2.2. For the purpose of provision of the Services, Fibocom US shall communicate with RW Lux all information relevant to the service and/or customers of RW Lux.

ARTICLE 3
SERVICE FEES

3.1. In respect of the Services to be provided by Fibocom US pursuant to this Agreement, RW Lux agrees to pay Fibocom US, pursuant to Section 3.2 hereof, the Service Fees which shall be determined as follows:

The Service Fees per month shall be equal to the aggregate monthly salaries (inclusive of withholding taxes for individual income taxes), cash bonuses, and other cash-based employee benefits of all personnel listed in Schedule A as amended from time to time (with such personnel list, amendments, and compensation approved by RW Lux), plus

reasonable and necessary out-of-pocket business expenses (not personal expenses) for travel, hotel, and car rental expenses incurred in the Ordinary Course of Business by the aforementioned personnel as required for fulfilling this Agreement, and approved by the Finance Director of RW Group.

3.2. RW Lux shall pay Fibocom US the performance service fee on a monthly basis. For avoidance of doubt, since entities receiving the Service may be different on a case by case basis, any of the RW Group Member may make any payment under this Agreement to Fibocom US or its designated Affiliate, as the case may be.

3.3. RW Lux shall, pursuant to ARTICLE 3 hereof, pay all Service Fees to the bank account designated by Fibocom US within 10 Business Days upon receipt of invoice for each month. If Fibocom US changes its bank account, it shall notify RW Lux of such change in writing at least seven (7) Business Days in advance.

ARTICLE 4
INTELLECTUAL PROPERTY RIGHTS

4.1. Intellectual property rights on the work products created from and during Fibocom US's provision of Services, and its derivatives thereof shall belong to RW Lux.

4.2. If Fibocom US intends to apply for patent on any work products and its derivatives as described in Section 4.1, RW Lux's prior written consent is required.

ARTICLE 5
CONFIDENTIALITY

5.1. Throughout the term of this Agreement, all customer information related to RW Lux's Business and the Services provided by Fibocom US hereunder as well as other relevant materials (hereinafter the "**Customer Information**") shall be owned by RW Lux.

5.2. Whether this Agreement is terminated or not, the Parties shall be obliged to keep in strict confidence business secrets, proprietary information and business information of the other Party acquired during the execution and performance of this Agreement, Customer Information owned by the Parties and all other information of a confidential nature (hereinafter the "**Confidential Information**"). The receiving Party of the Confidential Information shall not disclose any Confidential Information to any third party except with the prior written consent of the other Party, or required by relevant laws and regulations or listing requirements. The receiving Party may not use, directly or indirectly, such Confidential Information for purposes other than performing its obligations under this Agreement.

5.3. The following information is not Confidential Information:

(a) any information that is proved by written evidence to be known to the receiving Party previously by any legal means; and

(b) any information that comes into public domain through no fault of the receiving Party, or becomes known to the public for other reasons; and

(c) any information that is rightfully obtained by the receiving Party by other means after receiving such information.

5.4. The receiving Party may disclose the Confidential Information to its relevant Affiliates, directors, officers, employees, agents or professionals it retains, but shall ensure that such persons obey the relevant terms and conditions of this Agreement and assume any liabilities arising from the breach of the relevant terms and conditions of this Agreement by any of the foregoing persons.

5.5. For the avoidance of doubt, except as otherwise agreed by parties in the APA, under no circumstances shall any confidential or proprietary information of RW Group be disclosed to Fibocom US or its Affiliates.

ARTICLE 6
TERM OF AGREEMENT

6.1. The Parties hereby acknowledge that this Agreement becomes effective upon the Closing of the transactions under the APA. Unless terminated by the Parties in writing in accordance with this Agreement, this Agreement shall continue in force and effect until the earlier of (i) one year after the Closing of the transactions under the APA and (ii) the date on which each Designated Consultant enters into an employment agreement with any designated entities of RW Lux. This Agreement may be terminated at any time upon RW Lux's written notice to Fibocom US ("**Termination Notice**").

6.2. Fibocom US hereby agrees that upon the Termination Notice from RW Lux, Fibocom US shall make all reasonable efforts to assist RW Lux in terminating the employment of each Designated Consultant with Fibocom US and enabling the Designated Consultants to enter into employment agreements with any designated entities of RW Lux.

6.3. The obligations of the Parties under ARTICLE 4 to ARTICLE 10 hereof shall survive the termination of this Agreement.

ARTICLE 7
NOTICES

All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been given: (a) when delivered personally, (b) the next Business Day, if sent by a nationally-recognized overnight delivery service (unless the records of the delivery service indicate otherwise), or (c) upon delivery if sent by electronic mail or facsimile during a Business Day (or on the next Business Day if sent by electronic mail or facsimile after the close of normal business hours or on a non-Business Day):

(a) if to RW Lux,

Attention: Andreas Kohn
Email: Andreas.Kohn@rollingwireless.com

(b) if to the Fibocom US,

Attention: Lei Yao
Email: lei.yao@fibocom.com

ARTICLE 8
DEFAULTING LIABILITIES

The Parties agree and acknowledge that, if any Party (hereinafter the "**Defaulting Party**") commits material breach of any provision hereof, or materially fails to perform any obligation hereunder, such breach or failure shall constitute a default under this Agreement (hereinafter a "**Default**"), then the non-defaulting Party shall be entitled to demand the Defaulting Party to rectify such Default or take remedial measures within a reasonable period. If the Defaulting Party fails to rectify such Default or take remedial measures within such reasonable period or within fifteen (15) days following the written notice issued by the non-defaulting Party and the rectification requirement, the non-defaulting Party shall be entitled to decide to, at its discretion:

(a) terminate this Agreement and require the Defaulting Party to indemnify all the damages; or

(b) require the performance of the obligations hereunder and require the Defaulting Party to indemnify all the damages.

ARTICLE 9
FORCE MAJEURE

If a Party is prevented from performing this Agreement or performing it on the agreed conditions hereunder as a result of force majeure, including earthquake, typhoon, flood, fire, war, computer virus, design vulnerabilities of tool software, hacker attack on the internet, changes in policies and laws and other events, causes or circumstances that are unforeseeable or whose happenings are unpreventable or unavoidable, such prevented Party shall forthwith notify the other Party of the occurrence thereof and within thirty (30) days thereafter, provide the documentary evidences explaining the details of the event and the reasons for its failure to perform this Agreement or its need to delay the performance of this Agreement. The Parties may negotiate whether or not to exempt part of the obligations hereunder or delay the performance of this Agreement depending on the effect of such event of force majeure upon the performance of this Agreement. Neither Party shall be liable to the other Party in respect of the economic losses incurred as a result of force majeure.

ARTICLE 10
MISCELLANEOUS

10.1. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by that Party.

10.2. The execution, effectiveness, performance, modification, interpretation and termination of this Agreement shall be governed by the laws of Singapore without application of conflicts of law principles.

10.3. Any dispute arising hereunder and in connection herewith shall be settled through consultations between the Parties, and if no agreement regarding such dispute can be reached by the Parties within thirty (30) days upon its occurrence, such dispute shall be finally settled under the Rules of Singapore International Arbitration Centre ("**SIAC**") by one or more arbitrators appointed in accordance with the said Rules, and the arbitration award shall be final

and binding on the Parties. The seat of this arbitration shall be Singapore. The language of this arbitration shall be English.

10.4. Any rights, powers and remedies granted to any Party by any provisions herein shall not preclude any other rights, powers and remedies available to such Party in accordance with laws and other provisions under this Agreement, and the exercise of its rights, powers and remedies by a Party shall not preclude its exercise of any other rights, powers and remedies available to it.

10.5. No failure or delay by a Party in exercising any of its rights, powers and remedies hereunder or in accordance with law (hereinafter the "**Rights**") shall be construed as a waiver of such Rights, and the waiver of any single or partial exercise of the Rights shall not preclude its exercise of such Rights in any other way and other Rights.

10.6. The headings herein contained are inserted for reference only and in no circumstances shall such headings be used in or affect the interpretation of the provisions hereof.

10.7. Each provision contained herein shall be severable and separate from other provisions, and if at any time one or more provisions herein become invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions herein shall not be affected as a result thereof.

10.8. This Agreement, the schedules and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements and negotiations by and between the Parties.

10.9. Neither Party shall assign any of its rights and/or obligations hereunder to any third party without the prior written consent of the other Party.

10.10. This Agreement shall be binding on the respective legal successors of the Parties.

10.11. The Parties undertake that they shall respectively make tax declaration and payment pursuant to law in connection with the transaction hereunder.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

For and on behalf of **Rolling Wireless S.à r.l**

_____

Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

For and on behalf of **Fibocom Wireless USA**

_____

Name:
Title:

Schedule A Designated Consultants

No.	Name
1	Dan Schieler
2	Gene Santana
3	Hemant Deokar
4	Yevgeniy Vedernikov
5	Jim Ciccarelli
6	Bill Dodson

EXHIBIT D

FORM OF DEED OF TAX INDEMNITY

DEED OF INDEMNITY

THIS DEED OF INDEMNITY ("**Deed**") is made on [●] 2024

BY:-

(1) **EUROPASOLAR S.À R.L,** a company registered in [●] (the "**Buyer**");

(2) **ROLLING WIRELESS S.À R.L**, a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg ("**RW Lux**"); and

(3) **ROLLING WIRELESS PTE. LTD.**, a limited liability company incorporated in Singapore (together with the Buyer and RW Lux, collectively, the "**Buyer Parties**").

IN FAVOUR OF:-

(4) **ROLLING WIRELESS (H.K.) LIMITED**, a company limited by shares incorporated in Hong Kong (the "**Seller**").

WHEREAS:-

(A) pursuant to the Asset Purchase Agreement ("**APA**"), dated as of [●] 2024, by and among Fibocom Wireless, Inc. ("**Fibocom**"), Rolling Wireless Technology Co., Ltd. ("**RW Holdco**"), the Seller, Rolling Wireless S.à r.l, EuropaSolar SARL (the "**Buyer**") and other parties thereto, the Buyer has agreed, among other things, to (i) purchase, or cause its designee to purchase, free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer), all of the Seller's right, title and interest in, to and under the Purchased Assets, including all the shares of RW Lux, and (ii) assume, or cause its designee to assume, all of the Assumed Liabilities of the Seller;

(B) to facilitate the transactions under the APA, the Buyer Parties agreed to indemnify the Seller certain Taxes to be paid by the Seller, and the Seller agreed to indemnify the Buyer certain taxes to be paid by the Buyer, regarding the Seller's historical taxes payable in accordance with the terms hereof;

(C) the Buyer Parties agreed to execute this Deed in favour of the Seller pursuant and supplemental to the APA.

NOW THIS DEED WITNESSETH as follows:-

(1) (a) Words and expressions used herein, unless otherwise expressed or required by context, shall have the same meanings as those used or defined in the APA.

(b) In this Deed, in addition to the definitions in the APA, the following words and expressions shall have the following meanings:

"**Relief**" means any relief, allowance, set-off or deduction in computing profits or credit or right to repayment of Tax available to the Seller granted by or pursuant to any legislation concerning or otherwise relating to Tax.

"**Tax Claim**" means any assessment, notice, demand or other document issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong or any other statutory or Taxing Authority from which it appears that the Seller is liable or are sought to be made liable for any payment of any form of Tax or to be deprived of any Relief which would, but for the Tax Claim, have been available to the relevant company.

(2) Subject as hereinafter provided, the Buyer Parties hereby severally and jointly covenants and agrees with the Seller that it shall fully and effectually indemnify and at all times keep fully and effectually indemnified the Seller on demand from and against all economic Liabilities for Hong Kong profit Taxes and withholding Taxes paid by the Seller to the competent Taxing Authority in Hong Kong with respect to:

(a) Hong Kong profit Taxes for the fiscal years ended 31 December 2022 and 2023, and Hong Kong withholding Taxes for the fiscal years ended December 31, 2020, 2021, 2022 and 2023 (collectively, the "**RW HK Unpaid Taxes**"); and

(b) Hong Kong profit Taxes and Hong Kong withholding Taxes for the Pre-Closing Straddle Periods (the "**RW HK Pre-Closing Straddle Taxes**").

(3) The Seller represents and warrants that, with respect to each type or category of the RW HK Unpaid Taxes for each specific year set forth in the table included in **Schedule 1** hereof, the actual Taxes payable for such type or category with respect to such year did not and will not exceed the respective corresponding amount set forth in the table included in **Schedule 1** hereof (each of such cap, a "**Maximum Tax Cap**"). Accordingly, notwithstanding Clause (2) above, the Buyer's maximum Liabilities to indemnify the Seller with respect to each type or category of the RW HK Unpaid Taxes of a specific year or period for such specific Tax shall not exceed the corresponding Maximum Tax Cap for such type of Tax during such year as set forth in **Schedule 1** hereof.

(4) The Buyer Parties and/or another payor designated by the Buyer shall indemnify the Seller pursuant to paragraph (2) and (3) above by reimbursing the Seller the same amount paid by the Seller to the Hong Kong Taxing Authority by wire transfer of immediately available funds within five (5) Business Days prior to the date such payment is made by the Seller to the Hong Kong Taxing Authority, provided that, the Seller shall provide evidence of its payment obligation for such amount to the Hong Kong Taxing Authority reasonably satisfactory to the Buyer.

(5) In the event the Seller is required by the Hong Kong Taxing Authority for any Taxes pertaining to the Seller, the Seller hereby covenants and agrees with the Buyer that it shall not seek indemnification from the Buyer for such amount as in excess of its maximum indemnification obligations set forth under paragraphs (2) and (3) above.

(6) This Deed does not cover any Tax Claims and the Buyer Parties shall be under no liability under this Deed in respect of Tax:-

(a) to the extent such Tax or Tax Claim is imposed on the Seller as a result of the proceedings, restructuring operations, transfer of shares which are undertaken to be conducted by the Seller prior to the Closing for the purpose of completing the Transaction contemplated in the APA, or concern adjustment to carried forward Tax losses of the Seller by a Taxing Authority pursuant to any Tax audits;

(b) to the extent such Tax Claim or Tax can be validly offset by Relief (as determined by the Taxing Authority) available to the Seller which arose from the Seller's activities on or before the Closing; or

(c) to the extent that such Tax Claim arises or is incurred as a result of the imposition of Tax as a consequence of any retrospective change in the law or practice coming into force after the date hereof or to the extent such Tax Claim arises or is increased by an increase in rates of Tax after the date hereof with retrospective effect.

(7) (a) In the event of any Tax Claim arising, the Seller shall, by way of covenant, give or procure that notice thereof is given, as soon as reasonably practicable and in any event no later than three (3) Business Days from the date of receipt of such notice, to the Buyer and, as regards any Tax Claim, the Seller shall take such action to cause the Tax Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Tax Claim and any determination in respect thereof, but subject to it being indemnified and secured to its reasonable satisfaction by the Buyer from and against any and all losses, liabilities (including additional Tax), damages, interest, penalties, costs, charges and expenses which may be thereby sustained or incurred.

(b) Without the prior approval of the Buyer (which shall not be unreasonably withheld), the Seller shall make no settlement of any Tax Claim nor agree any matter in the course of disputing any Tax Claim likely to affect the amount or the future taxation reimbursement obligations of the Buyer Parties hereunder under the APA.

(8) If, after the Buyer has made any payment pursuant to this Deed, the Seller shall receive a refund of all or part of the relevant Tax so reimbursed by the Buyer Parties, the Seller shall repay to the Buyer at its designated account a sum corresponding to the balance of the refund remaining after deducting the aggregate of (a) any costs, charges and expenses payable or sustained or incurred by the Seller in recovering such refund, and (b) the amount of any additional Tax which may be suffered or incurred by the Seller in consequence of such refund.

(9) Any payment by the Buyer Parties or another payor designated by the Buyer to the Seller pursuant to this Deed and the APA shall be deemed to be the full and final settlement thereof upon such payment, and the Seller shall not be entitled to claim against the Buyer Parties or another payor designated by the Buyer for any reason whatsoever.

(10) This Deed is supplementary to the provision of the APA and unless specifically stated herein, do not replace or supersede any part of the APA. If there is any inconsistency between, on one hand, the provisions of this Deed and, on the other hand, the provisions of the APA or the provisions of the APA deemed to be incorporated *mutatis mutandi* in this Deed, then the provisions of the APA shall prevail, and the APA or the provisions of the APA deemed to be incorporated *mutatis mutandis* in this Deed shall be read and construed accordingly. Notwithstanding anything to the contrary herein, no claim under this Deed shall be made and the Buyer Parties shall have no obligations whatsoever hereunder with respect to a claim, if such a claim of similar nature in respect of the same or overlapping tax period has been made under the APA.

(11) (a) The provisions of the APA relating to service of notice, to the extent it relates to the parties herein, shall be incorporated in and be deemed to be part of this Deed.

(b) Time shall be of the essence of this Deed.

(c) This Deed shall be governed by and construed in all respects in accordance with the laws of Hong Kong and any and all disputes or controversies arising under or in connection with this Deed shall be referred to and finally settled through Arbitration to be administrated by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the then effective Hong Kong International Arbitration Centre Administered Arbitration Rules. The arbitral tribunal shall be conducted by three (3) independent arbitrators (the "**Arbitrators**"). The Seller shall appoint one (1) Arbitrator and the Buyer Parties shall appoint one (1) Arbitrator, and the two (2) Arbitrators so appointed shall agree on the third Arbitrator, who shall serve as the chairperson of the arbitral tribunal.

(d) The award of the arbitration tribunal shall be final and binding upon the disputing parties, and any party to the dispute may apply to a court of competent jurisdiction for enforcement of such award. In the event of any failure of a party to this Deed to comply with the award of the arbitration tribunal, the non-complying party shall be liable to the other parties for all reasonable costs and expenses of such enforcement.

(e) Any party to the dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal. The costs of arbitration shall be borne by the losing party, unless otherwise determined by the arbitration tribunal.

(f) This Deed may be executed in two or more counterparts, each one of which shall be deemed an original and all of which together shall constitute one and the same agreement.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed as a deed the date and year first above written.

SEALED, SIGNED AND DELIVERED by)
)
for and on behalf of)
EUROPASOLAR S.À R.L) L.S
in the presence of:-)
)

SEALED, SIGNED AND DELIVERED by)
)
for and on behalf of)
ROLLING WIRELESS S.À R.L) L.S
in the presence of:-)
)

SEALED, SIGNED AND DELIVERED by)
)
for and on behalf of)
ROLLING WIRELESS PTE. LTD.) L.S
in the presence of:-)
)

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed as a deed the date and year first above written.

AGREED, ACCEPTED AND CONFIRMED by	
	)
for and on behalf of	)
ROLLING WIRELESS (H.K.) LIMITED	)
in the presence of:-	)
	)

EXHIBIT E

FORM OF TRANSITION SERVICES AGREEMENT

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "**Agreement**") is made as of [•], 2024 (the "**Effective Date**") by and among EuropaSolar S.À R.L, a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "**Buyer**"), 深圳市广和通无线股份有限公司 (Fibocom Wireless, Inc.), a public company listed on the Shenzhen Stock Exchange with stock code 300638 ("**Fibocom**"), 深圳市锐凌无线技术有限公司 (Rolling Wireless Technology Co., Ltd.), a limited liability company incorporated in China ("**RW Holdco**") and Rolling Wireless (H.K.) Limited, company limited by shares incorporated in Hong Kong ("**RW HK**", and together with RW Holdco and Fibocom, the "**Seller Group Members**", and each a "**Seller Group Member**"), and Rolling Wireless S.à r.l, a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg ("**RW Lux**"). Each of Buyer and Seller a "**Party**" and together, the "**Parties**". Capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given to them in the APA.

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of [•] 2024, by and among the Buyer, the Seller Group Members, RW Lux and other parties thereto (the "**APA**"), the Buyer has agreed, among other things, to (i) purchase, or cause its designee to purchase, free and clear of all Liens (other than Permitted Liens or Liens created by the Buyer), all of RW HK's right, title and interest in, to and under the Purchased Assets and (ii) assume, or cause its designee to assume, all of the Assumed Liabilities of RW HK.

WHEREAS, as a condition and inducement for the Parties' willingness to consummate the transactions contemplated by the APA, the Buyer, the Seller Group Members and RW Lux are entering into this Agreement pursuant to which certain parties will provide certain services to such other parties herein as described herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties made herein and of the mutual benefits to be derived therefrom, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions. Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to them in the APA. Words or abbreviations that have well known technical industry or trade meanings and are not otherwise defined herein or in the APA are used in accordance with their recognized meanings.

1.2 Construction. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are

to Sections of and Schedules to this Agreement. In this Agreement, words importing the singular number only include the plural and vice versa and words importing any gender include all genders. The word "including" means "including without limitation". A definition applies to other forms of the word except where otherwise expressly provided, all references to currency herein are to the lawful money of the United States.

1.3 Schedule. All Schedules to this Agreement are incorporated by reference and form part of this Agreement. The following are the Schedules as of the Effective Date:

(a) Schedule A – Seller Group Members Services; and

(b) Schedule B – Buyer Services.

ARTICLE 2
TRANSITION SERVICES

2.1 Services. This Agreement will govern services that:

(a) are required by Buyer (or its Affiliates) for an interim period, as (i) set out in Schedule A to this Agreement or (ii) added pursuant to Section 2.5 (collectively the "**Seller Group Members Services**") to be performed by Seller Group Members (or its Affiliates); and

(b) are required by Seller Group Members (or its Affiliates) for an interim period, as (i) set out in Schedule B to this Agreement or (ii) added pursuant to Section 2.5 (collectively the "**Buyer Services**") to be performed by Buyer (or its Affiliates); and

The Seller Group Members Services and the Buyer Services are collectively the "**Services**" and each, a "**Service**" and the Schedules setting out the Services are the "**Service Schedules**".

2.2 Services Generally (Seller Group Members). Except as otherwise provided herein, during the Service Term (as defined in Section 3.1), Seller Group Members will provide, or cause to be provided, to Buyer, RW Lux or their Affiliates the applicable Seller Services.

2.3 Services Generally (Buyer). Except as otherwise provided herein, during the Service Term (as defined in Section 3.1), Buyer, RW Lux or their Affiliates will provide, or cause to be provided, to Seller Group Members or their Affiliates the applicable Buyer Services.

2.4 Cooperation. Buyer, on the one hand, and Seller Group Members, on the other hand, will, and will cause their respective employees to, reasonably cooperate and assist with any reasonable requests with employees of the other to the extent required for effective delivery of the Services. In addition, each Party will name a point of contact who will be responsible for the day-to-day implementation of this Agreement, including attempted resolution of any issues that may arise during the performance of any Party's obligations hereunder.

2.5 Additional Services. If a service that is required by a Party to conduct its business during the Service Term is not specifically identified in this Agreement, but is reasonably necessary to provide for an orderly transition of the Business from Seller Group Members to Buyer

or to comply with or satisfy the regulatory requirements of competent Governmental Entities, then at a Party's reasonable request, the Parties will negotiate in good faith, with a view to the provision of such additional service, the terms and conditions (as mutually agreed by the Parties) for the additional service in a new Service Schedule. Each such Service Schedule will be prepared jointly by the Parties and be duly executed as an amendment to this Agreement in accordance with Section 8.9.

2.6 Services Exceptions and Limitations. Neither Party will be obligated to provide any Services to the extent the performance of such Service would require a Party to violate any applicable Law. In providing the Services, a Party will not be obligated to, unless specifically set out in a Service Schedule or the APA or to the extent the costs associated therewith are not reimbursed by the other Party: (a) maintain the employment of any specific employee; (b) purchase, lease or license any additional equipment, software or technology; (c) pay any costs related to the transfer of the Business to Buyer; or (d) pay any costs related to securing any alternate supplier of Services; provided, however, that nothing in this Section 2.6 will excuse a Party from fulfilling its obligations under the terms and conditions of this Agreement. Unless otherwise provided in the relevant Services Schedule, any such costs to be reimbursed by a Party receiving the relevant Services will require its prior approval.

2.7 Precedence. In the event of a conflict between (a) the provisions of the main body of this Agreement and the provisions of any of the Service Schedules, the provisions of the main body of this Agreement will prevail provided that the provisions of the applicable Service Schedule will prevail over the provisions of the main body of this Agreement to the extent the Service Schedule expressly refers to the provisions in the main body of this Agreement over which it prevails; or (b) the provisions of this Agreement and the provisions of the APA as it relates to the Services hereunder, the provisions of this Agreement will prevail.

ARTICLE 3
TERM AND TERMINATION

3.1 Term and Termination. The term of this Agreement will commence on the Effective Date and will remain in effect until the earlier of (a) the expiration or termination of all Service Schedules, and (b) [6] months after the Effective Date, unless earlier terminated or extended in accordance with this Agreement. The term of each Service in the Service Schedules will be from the Effective Date (unless another commencement date is stated therein) until the expiration of the duration stated therein (a "**Service Term**"), unless such Service is earlier terminated (in whole or in part) upon ten (10) days prior written notice by the Party receiving such Service to the Party providing such Service or in accordance with the terms provided therein. This Agreement may be extended by the Parties in their sole discretion, by agreement in writing, either in whole or in part with respect to one or more of the Services; provided, however, that such extension will only apply to the Services for which this Agreement was extended.

3.2 Survival. Upon termination of this Agreement in its entirety, all obligations of the Parties shall terminate, except for the provisions of Article 4 (with respect to fees accrued and taxes incurred prior to termination), Section 6.2, and, in their entirety, Article 5, Article 7, and Article 8 and this Section 3.2, which will survive termination or expiration of this Agreement. Notwithstanding the foregoing, in the event of any termination with respect to one or more, but

less than all Service Schedules, this Agreement will continue in full force and effect with respect to any Service Schedules not terminated.

ARTICLE 4
FEES AND PAYMENT

4.1 Charges for Services. In consideration for the Services provided by Seller Group Members and Buyer under this Agreement, each Party will pay to, or cause to be paid to, the other Party (or its designated Affiliate) the fees of providing the Services as defined in the applicable Service Schedule.

4.2 Payment Terms. Unless otherwise provided in the Service Schedule, each Party will send to the other Party monthly invoices showing charges (including as a separate line item any applicable Sales Taxes (defined below) that the provider of the Services is responsible for collecting and remitting to the applicable taxing authority) for the specific Services provided by the Buyer or Seller Group Members, as the case may be. Such invoices will be accompanied by reasonable documentation or other reasonable explanation supporting such charges. Unless otherwise provided in the Service Schedule, invoices will be due and payable within ten (10) days after receipt. If a Party disputes the amount of an invoice, that Party shall deliver a written statement to the other Party's representative designated pursuant to Section 2.4 before the payment due date listing all disputed items and describing in reasonable detail the reasons it disputes each item. Any amounts not disputed shall be deemed accepted and shall be paid (despite disputes on other items). The Parties shall seek to resolve all such disputes expeditiously and in good faith. If the Parties have not resolved the dispute within 30 days of the applicable Party's receipt of written statement, the dispute shall be resolved in accordance with Section 8.3.

4.3 Expenses. Except as otherwise provided herein, each Party will be responsible for the expenses (including fees and expenses of legal advisors, accountants and other professional advisors) incurred by it and its Affiliates, respectively, in connection with the negotiation and settlement of this Agreement and the performance of its obligations hereunder. Unless otherwise indicated, all amounts payable under this Agreement will be in United States Dollars.

4.4 Taxes. The fees payable by Buyer and Seller Group Members pursuant to this Article 4 are exclusive of federal, state, municipal, or other taxes, duties, excises, tariffs, fees, assessments or levies now or hereinafter imposed on the performance or delivery of Seller Group Members Services, Buyer Services or direct costs. Any sales, use, goods and services, harmonized sales or value-added taxes (collectively, the "**Sales Taxes**"), duties, excises, tariffs, fees, assessments or levies imposed on the performance or delivery (in each case for the avoidance of doubt excluding any taxes imposed on or measured by income) of: (a) Services provided by Seller Group Members to Buyer will be the responsibility of Buyer; and (b) Services provided by Buyer to Seller Group Members will be the responsibility of Seller Group Members. Either Party receiving the Services may deduct or withhold from any payments to the other Party any amount required to be withheld or deducted in accordance with applicable Law. The Parties shall use their commercially reasonable efforts to cooperate and do all such acts and to execute all such documents as will enable them to eliminate or reduce any tax payable or withholdable with respect to payments made pursuant to this Agreement.

ARTICLE 5
INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

5.1 Existing Ownership Rights Unaffected. This Agreement will not affect the ownership of any intellectual or proprietary rights that may arise under the Law or as assigned, licensed or otherwise allocated in the APA. Unless otherwise agreed by the Parties, neither Party will gain, by virtue of this Agreement, any rights of ownership of any intellectual or proprietary rights owned by the other Party (or its Affiliates).

5.2 Proprietary Notices. No Party will remove any copyright notices, proprietary markings, trademarks or trade names from the other Party's software or documentation, provided that, the use of such copyright notices, proprietary markings, trademarks or trade names that are specifically provided for in the Service Schedules as part of the Services shall be permitted.

5.3 Confidentiality. The Parties hereby expressly incorporate the Confidentiality provision under the APA into this Agreement.

ARTICLE 6
PERFORMANCE STANDARDS

6.1 Confidentiality. Performance Standards. Specific performance standards for a Service may be set out in the corresponding Service Schedule. Where none of such standards are set out, the performing Party will use commercially reasonable efforts to provide the Services in substantially the same manner as provided to, or provided on behalf of, the Business prior to the date of the APA and Seller Group Members or Buyer, as the case may be, will exercise similar care and skill as it exercises in performing similar services for itself and with similar knowledge and expertise as it exercises in performing services for itself. Each Party receiving Services will provide sufficient resources and timely decisions, approvals and acceptances in order that the Party providing such Services may accomplish its obligations hereunder in a timely manner.

6.2 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET OUT OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. Nothing herein will affect the representations and warranties of the Parties under the APA.

6.3 Good Faith Cooperation. The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services. The parties will maintain reasonable documentation related to the Services and cooperate with each other in making such information available as needed.

ARTICLE 7
LIMITATION OF LIABILITY

7.1 EXCLUSION. NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DIMINUTION IN VALUE OR FOR LOSS OF BUSINESS, PROFITS OR REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, PROVIDED THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 7.1 WILL NOT APPLY TO (a) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD; OR (b) ANY MATERIAL VIOLATIONS OF LAW THAT ARE INTENTIONALLY CARRIED OUT BY SUCH PARTY; OR (c) ANY BREACH BY A PARTY OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER; OR (d) ANY USE OF ANY INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY OR ITS AFFILIATES OTHER THAN AS PERMITTED UNDER THIS AGREEMENT; OR (e) EITHER PARTY'S FAILURE TO PAY OR REMIT EMPLOYEE WAGES OR WITHHOLDING TAXES.

7.2 LIMITATION. EXCEPT WITH RESPECT TO LOSSES OR DAMAGES ACTUALLY SUFFERED OR INCURRED BY A PARTY AS A RESULT OF THE OTHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OR ANY OF THE MATTERS LISTED IN SECTION 7.1(b) THROUGH (e) IN PROVIDING THE SERVICES, A PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES RECEIVED BY SUCH FIRST PARTY UNDER THIS AGREEMENT.

ARTICLE 8
MISCELLANEOUS

8.1 Compliance with Laws. Each Party will, with respect to its obligations and performance hereunder, comply with all applicable Law.

8.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Singapore without reference to Singapore's principles of conflicts of law that would refer to a mater to a different jurisdiction.

8.3 Dispute Resolution.

(a) Any and all disputes or controversies arising under this Agreement ("**Dispute**") will be referred to and finally settled through Arbitration to be administrated by Singapore International Arbitration Centre ("**SIAC**") under the then applicable SIAC Administered Arbitration Rules in force when a party submits the Dispute for arbitration with notice to the other non-submitting parties (the "**Rules**"), except for any changes set forth herein, or by mutual agreement by the parties.

(b) The arbitral tribunal will be conducted by three (3) independent arbitrators (the "**Arbitrators**"). Each of the Parties shall appoint one (1) Arbitrator, and the two (2) Arbitrators so appointed shall agree on the third Arbitrator, who shall serve as the chairperson of the arbitral tribunal.

(c) The seat of arbitration will be in Singapore, where the arbitration award will be rendered. The arbitration will be conducted in English. The Arbitrators will apply the choice of law provided under Section 8.2.

(d) The Arbitrators will have the authority to grant urgent, interim and permanent measures deemed appropriate, including orders for the specific performance of the obligations set forth herein. Any order, decision, determination or award rendered by the Arbitrators will be final, compulsory and legally binding on the parties and their successors, and may be entered and enforced in any court having jurisdiction thereof or having jurisdiction over the relevant party and/or any of its assets.

(e) Nothing in the foregoing will limit or deny a Party the right to seek relief (including injunctive or other equitable relief) or remedies from a court of competent jurisdiction in connection with any infringement, violation, misappropriation of any intellectual or proprietary rights of that Party, including in respect of the misuse of its Confidential Information.

8.4 Relationship Between the Parties. Nothing contained in this Agreement will be deemed or construed by the Parties hereto, or by any third party, to create the relationship of partnership or joint venture or a relationship of principal and agent, employer-employee, master-servant, or franchisor-franchisee between the Parties and no provision contained herein will be deemed to create any relationship between the Parties hereto other than the relationship of independent contractors. No employee, contractor or subcontractor of either Party shall be deemed to be an employee, contractor or subcontractor of the other Party, it being fully understood and agreed that no employee of either Party is entitled to benefits or compensation from the other Party. Each Party is wholly responsible for withholding and payment of all applicable federal, state and local and other payroll taxes with respect to its own employees, including any contributions from them as required by Law.

8.5 Subcontracting. Either Party may engage subcontractors to perform all or any portion of its duties under this Agreement provided that: (a) such Party engages subcontractors to perform similar services for itself; (b) any such subcontractor agrees in writing to be bound by confidentiality obligations on terms no less favorable to the other Party than those contained in this Agreement, and (c) the subcontracting Party remains responsible for the performance of such subcontractor. As used in this Agreement, "subcontractor" will mean any subcontractor to or agent of a Party that performs the Services.

8.6 Force Majeure. Neither Party will be liable for any failure or delay in performing any of its obligations under this Agreement so long as and to the extent such failure or delay is due to any act of God or a public enemy or terrorist; any act of any military, civil or regulatory authority; any fire, flood, earthquake, storm, or other similar natural disaster; any epidemic or public health emergency or any similar cause beyond its reasonable control (each such cause, an "**Event of Force Majeure**"); provided, however, that the affected Party will give the other Party prompt

written notice of such inability and the reasons therefor, and will use commercially reasonable efforts (including implementation of reasonable business continuity and disaster recovery plans) to resume performance of its obligations hereunder with the least possible delay. This applicable Service Term for any Service so suspended shall be automatically extended for a period of time equal to the time lost by reason of suspension. The affected Party will give the other Party prompt notice of the cessation of the Event of Force Majeure. If an Event of Force Majeure causes a material failure or delay in the performance of any Service for more than thirty (30) consecutive days, the Party receiving such Services may immediately terminate the applicable Service, upon written notice to the other Party.

8.7 Notices. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been given: (a) when delivered personally, (b) the next Business Day, if sent by a nationally-recognized overnight delivery service (unless the records of the delivery service indicate otherwise), or (c) upon delivery if sent by electronic mail or facsimile during a Business Day (or on the next Business Day if sent by electronic mail or facsimile after the close of normal business hours or on a non-Business Day):

(a) If to the Seller Group Members,

RW HK, RW Holdco and Fibocom
Room 1101, Tower A, Building 6,
Shenzhen International Valley, Xili Community,
Xili Street, Nanshan District, Shenzhen, China
Attention: Liang Yuanpeng
Email: Gordon.liang@fibocom.com

(b) If to the Buyer[1],

EuropaSolar S.À R.L
45 Boulevard Prince Henri 1724 Luxembourg

Attention: [Hongwei Chen, Kiril Ip and Russel Teh]
Email: [europa@forebrightcapital.com]

with a copy to:

Dechert
31/F, Jardine House
One Connaught Place
Central Hong Kong

Attention: Yang Wang
E-Mail Address: yang.wang@dechert.com
Facsimile: +852 3518 4777

[1] **NTD:** To be confirmed by the Buyer.

Any Party or other recipient may from time to time change its contact information for purposes of this Agreement, by giving notice of such change as provided herein.

8.8 Entire Agreement. This Agreement (which includes the Service Schedules) contains the entire agreement between the Parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, oral or written, between the Parties. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. It is the intention of the Parties that the terms of this Agreement be consistent with the terms of the APA.

8.9 Amendment and Waivers. This Agreement will not be amended except by a Service Schedule or other written agreement that: (a) is signed by the authorized signing representatives of each of the Parties; and (b) expressly states that it is intended to amend this Agreement. No waiver of any obligation or any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.

8.10 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the Parties.

8.11 Assignment; Binding Effect. Except as specifically permitted by the terms of this Agreement, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the Parties without the prior written consent of the other Parties, provided that the Buyer may assign or delegate this Agreement, in whole or in part, without the prior written consent of any Seller Group Member to any of its Affiliates, provided that such assignment or delegation shall not relieve Buyer from its obligations hereunder. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Any assignment in violation of this Section 8.11 will be void.

8.12 Third Parties. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any Person other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

8.13 Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by that Party.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

BUYER

EUROPASOLAR S.À R.L

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER GROUP MEMBERS

深圳市广和通无线股份有限公司

(FIBOCOM WIRELESS, INC.)

By: _____
Name:
Title:

深圳市锐凌无线技术有限公司

(ROLLING WIRELESS TECHNOLOGY CO., LTD)

By: _____
Name:
Title:

ROLLING WIRELESS (H.K.) LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

ROLLING WIRELESS S.À R.L

By: _____
Name:
Title:

SCHEDULE A
SELLER GROUP MEMBERS SERVICES

Category	Service	Duration	Fees
Accounts Receivable/ Accounts Payable Services	Pursuant to Section 2.10 of the APA, if any of the Accounts Receivable are Non-Assignable Assets or Omitted Assets, the Seller Group Members shall continue to perform its obligations in connection with such Accounts Receivable, such as urge the counterparty to may such payment and such other efforts to collect such Accounts Receivable. The Seller Group Members shall also provide the bank accounts to the counterparties in order for such counterparty to pay such Accounts Receivable to the Seller Group Members. The Seller Group Members shall receive and hold such Accounts Receivable for and on behalf of the Buyer. If any such Accounts Receivable are received by any of the Seller Group Members, the Seller Group Members shall be deemed to be receiving and holding such amounts in trust for the benefit of the Buyer, and the Seller shall forthwith pay such amount to the Buyer and in any event no later than five (5) Business Days after receipt of such amount by the Seller Group Members. If any Accounts Payable that form part of the Assigned Assets are not assigned to the Buyer due the operation of Law or as they are associated with certain Non-Transferred Assets, and if a Seller Group Member has been requested by a counterparty to pay for any such Accounts Payable, such Seller Group Member shall promptly notify the Buyer with regard to such request, and upon confirmation by the Buyer, the Seller Group Member may make such payments based on the Buyer's instructions. The Buyer shall forthwith reimburse such Seller Group Member for such amount paid, and in any event no later than five (5) Business Days after the notice by such Seller Group Member. *[Please specify if more detailed descriptions are needed. Please identify other service details.]*	From the Closing Date to the day when all such accounts receivable and accounts payable under the Non-Assignable Assets are duly paid to or on behalf of the Buyer.	Nil
Payroll of Shenzhen Staff	*[To be confirmed whether such services will be needed.]* Payroll of Rolling Wireless Technology Co Ltd	[No longer than 6 months]	Nil
Treasury and Cash Payment	*[Please add service details.]* Fund settlement of RW Group	[No longer than 6 months]	Nil

SCHEDULE B
BUYER SERVICES

[Note to draft: To be decided before Closing]

EXHIBIT F

FORM OF LETTER OF UNDERTAKING

LETTER OF UNDERTAKING

[ ], 2024

EuropaSolar S.À R.L
45 Boulevard Prince Henri 1724 Luxembourg

Dear Sirs

Letter of Undertaking with respect to the APA

Reference is made to the Asset Purchase Agreement (the "**APA**") dated on or around the same date as this letter, by and among EuropaSolar S.À R.L (the "**Buyer**"), 深圳市广和通无线股份有限公司 (Fibocom Wireless, Inc.) ("**Fibocom**"), 深圳市锐凌无线技术有限公司 (Rolling Wireless Technology Co., Ltd, Rolling Wireless (H.K.) Limited, Rolling Wireless S.à r.l and Rolling Wireless Pte. Ltd. Capitalized terms in this letter of undertaking (the "**Letter of Undertaking**") shall have the same meanings ascribed to them in the APA.

I, Tianyu Zhang, as the ultimate controlling person of Fibocom, hereby undertake to the Buyer as follows:

> From the date of the APA and for a period ending on the fifth (5th) anniversary thereof or the termination of the APA, whichever is earlier, I shall not, and shall cause my respective Affiliates (other than the Favalon Group) not to, directly or indirectly (including, without limitation, by myself or through any existing or future Affiliate, or through any third party), own, manage, operate, control, enable (whether by license, sublicense, assignment or otherwise), engage or participate in as an owner, equity holder, partner, member, lender, co-venturer, guarantor or consultant to, any Person (including such Person's Affiliates and successors) or business (other than the Buyer or any of its existing or future Affiliates, or the Favalon Group) that, directly or indirectly, engages, conducts or otherwise compete, to the knowledge of the applicable Warrantor or its Affiliate (other than the Favalon Group), to engage in or conduct or otherwise compete, in the business of designing, producing, or selling Automotive Network Access Devices, or any other business that offers products competing with the Automotive Network Access Devices on a worldwide basis.

This Letter of Undertaking and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed

by and construed and take effect in accordance with the laws of Singapore. Any and all disputes or controversies arising under this Letter of Undertaking shall be referred to and finally settled through arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") under the then applicable SIAC Administered Arbitration Rules in force when a party submits the dispute for arbitration with notice to the other non-submitting parties.

[Remainder of this page left intentionally blank]

Yours sincerely,

Tianyu Zhang

_____

Agreed, accepted and confirmed by:

For and on behalf of
EuropaSolar S.À R.L

_____

Name:
Position:

EXHIBIT G

FORM OF LETTER OF UNDERTAKING

LETTER OF UNDERTAKING

[ ], 2024

EuropaSolar S.à r.l
45 Boulevard Prince Henri 1724 Luxembourg

Dear Sirs

Letter of Undertaking with respect to the APA

Reference is made to the Asset Purchase Agreement (the "**APA**") dated on or around the same date as this letter, by and among EuropaSolar S.à r.l (the "**Buyer**"), 深圳市广和通无线股份有限公司 (Fibocom Wireless, Inc.) ("**Fibocom**"), 深圳市锐凌无线技术有限公司 (Rolling Wireless Technology Co., Ltd), Rolling Wireless (H.K.) Limited, Rolling Wireless S.à r.l and Rolling Wireless Pte. Ltd. Capitalized terms in this letter of undertaking (the "**Letter of Undertaking**") shall have the same meanings ascribed to them in the APA.

We, 深圳市广通远驰科技有限公司 (Shenzhen Favalon Technology Co., Ltd.) "**Shenzhen Favalon**"), as an affiliate of Fibocom duly incorporated under the laws of the People's Republic of China ("**China**"), hereby undertake to the Buyer as follows:

For a period of two (2) years from the Closing Date (for the purpose hereof, the term "Affiliate" with respect to any Person, shall also include another Person whom such Person, directly or indirectly through one or more intermediaries, owns more than 20% in equity interests in and has the right to appoint any director to):

(i) We shall refrain from, directly or indirectly (including, without limitation, by ourselves or through any existing or future Affiliate, or through any third party), selling, supplying, distributing, bidding or pitching for, or promoting any automotive cellular wireless modules for data transmission (also known as Network Access Device) (A) to overseas branded automobile manufacturers set forth on Schedule 6.12(c) of APA (the brands listed on Schedule 6.12(c) of APA, together with the brands and sub-brands of such manufacturers' global Affiliates, but excluding those brands that are generally identified as Chinese brands or brands or sub-brands of Sino-foreign joint ventures, are hereinafter referred to as the "**Overseas Brands**"), any of their Affiliates (the "**Overseas Customers**") for use or installation in the Overseas Brands branded automobiles in the Overseas Markets, and (B) to Overseas Customers for use or installation in the China market, except

that sales to Sino-foreign joint venture formed by such Overseas Customers for use or installation in China are permitted,

(ii) We shall not, directly or indirectly (including, without limitation, by ourselves or through any existing or future Affiliate, or through any third party), engage or invest in the business of supplying, designing, producing, selling, supplying, distributing, bidding or pitching for, or promoting any SoC to any Overseas Customers for use or installation in the Overseas Brands branded automobiles in the Overseas Markets, *provided that*, with respect to any opportunity to participate a SoC project or program offered by or for any Overseas Customers for use or installation in the Overseas Brands branded automobiles in the Overseas Markets that arises prior to, or during the two (2) year period after, the Closing, we shall notify the Buyer such opportunity immediately, and shall offer to the Buyer to either (A) cooperate with the Buyer to jointly bid for such project or program, and share the gross profits generated from such project or program with the Buyer, or (B) independently bid for such project or program, in which case we shall pay to the Buyer twenty (20%) of the gross profits generated from such project or program on an rolling basis upon each fiscal quarter. We shall discuss and negotiate with the Buyer in good faith the sharing proportion under option (A) based on specific circumstances. Unless otherwise agreed by the Buyer and us, if no agreement can be reached within thirty (30) days from such offer by the Buyer, it shall be deemed that option (B) shall apply. We undertakes to provide to the Buyer all financial and operational information reasonably requested by the Buyer in relation to such gross profit calculation for verification purposes, and

(iii) We shall refrain from establishing any new Subsidiary in the Overseas Market unless approved by the Buyer.

This Letter of Undertaking and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed and take effect in accordance with the laws of Singapore. Any and all disputes or controversies arising under this Letter of Undertaking shall be referred to and finally settled through arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") under the then applicable SIAC Administered Arbitration Rules in force when a party submits the dispute for arbitration with notice to the other non-submitting parties.

[Remainder of this page left intentionally blank]

Yours sincerely,

For and on behalf of
深圳市广通远驰科技有限公司
(Shenzhen Favalon Technology Co., Ltd)

_____

Name:
Title:

Agreed, accepted and confirmed by:

For and on behalf of
EuropaSolar S.à r.l

_____

Name:
Title:

EXHIBIT H

FORM OF RESIGNATION LETTER

RESIGNATION LETTER

[*Date*], 2024

[***Applicable RW Group Member Name***]
[*Entity Address*]
Attn: [ ]

with a copy to:
EUROPASOLAR S.à r.l
45 Boulevard Prince Henri 1724 Luxembourg
Attn:

Re: Letter of Resignation

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase Agreement, dated as of [●], 2024 (the "**Agreement**"), by and among others, EUROPASOLAR S.à r.l, Fibocom Wireless, Inc., Rolling Wireless Technology Co., Ltd., Rolling Wireless (H.K.) Limited Rolling Wireless S.à r.l. and other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

I hereby irrevocably resign, effective as of the Closing, from any and all positions that I hold as a board member, officer or employee, including as a member of any committees thereof, of each of the RW Group Members, as applicable, without the need for any further action by any RW Group Member, the Buyer, its Affiliates, or any other Person. [I also confirm and declare that following my resignation, I will cease to be an authorized signatory to any bank accounts or safe box which is owned by or the property of any RW Group Member, as applicable, and I will cooperate and take any reasonable actions as needed to have a signatory designated by EUROPASOLAR S.à r.l act as signatory in my stead. I further irrevocably appoint and authorize the Buyer or its Affiliate to execute any documents and take any such action on my behalf and in my name and place to change and excuse myself from being the authorized signatory to any such bank accounts or safe box which is owned by or the property of any RW Group Member.]

I irrevocably confirm that I have no claims (whether under common law, contract, equity, statute or otherwise and whether present, future, actual, contingent or otherwise) against each of the RW Group Members in respect of loss of office, wages, salary or compensation that remain unpaid, or any debt, liability or other obligation in respect of my holding positions in any RW Group Member prior to the Closing which is owed to me by any of the RW Group Members, or otherwise with respect to the foregoing or this resignation. To the extent that any such claim(s) may exist, I hereby irrevocably and unconditionally waive it or them and release each of the RW Group Members, as applicable, and its directors, officers, employees and shareholders from any liability in respect thereof.

This letter may not be amended, modified, or the obligations hereto otherwise waived without the prior written consent of the Buyer, which shall be an express third-party beneficiary hereto. If any part of this letter is or becomes invalid or unenforceable, the validity and enforceability of any other part of this letter shall not be affected.

Yours sincerely,

_____

Name:

EXHIBIT I

FORM OF APPOINTMENT LETTER

APPOINTMENT LETTER

[*Date*], 2024

[***Executive Name***]
[*Address*]

with a copy to:

EUROPASOLAR S.à r.l
45 Boulevard Prince Henri 1724 Luxembourg
Attn: [ ]

Re: Letter of Appointment

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase Agreement, dated as of [●], 2024 (the "**Agreement**"), by and among others, EUROPASOLAR S.à r.l, Fibocom Wireless, Inc., Rolling Wireless Technology Co., Ltd., Rolling Wireless (H.K.) Limited, Rolling Wireless S.à r.l and other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

We hereby appoint you, effective as of the Closing Date, as the [*Title*] of [*Applicable RW Group Member*] (the "**Company**"). The terms and conditions of your appointment will be set out in a separate agreement to be agreed and entered into between you and the Company, and/or shall be separately specified to you from time-to-time as management may direct.

The terms of this letter are in addition and do not limit any laws, regulations, contractual covenants or code of conduct to which you are subject.

Please countersign and return this letter to us at your earliest convenience.

Yours sincerely,

For and on behalf of
[***Applicable RW Group Member***]

_____
Name:
Title:

I, the undersigned, acknowledge and consent to the above appointment at the timing specified and confirm that I have read and understand the description of responsibilities and the relevant internal policies of the Company, as applicable, in relation to the functions for which I am responsible for.

_____
Name:
Date:

EXHIBIT J

FORM OF SHARES SALE AND PURCHASE AGREEMENT

SHARES SALE AND PURCHASE AGREEMENT

between

ROLLING WIRELESS (H.K.) LIMITED

as Seller

and

[•]

as Purchaser

in the presence of

ROLLING WIRELESS S.À R.L.

as Company

_____ June 2024

THIS SHARES SALE AND PURCHASE AGREEMENT (the "**Agreement**") is made and entered into on ____ June 2024.

BETWEEN:

(1) **Rolling Wireless (H.K.) Limited**, a private limited company, duly incorporated and validly existing under the laws of Hong Kong, having its registered office at Flat/RM 206 BLK 2, Lakeside 1, Phase 2, Hong Kong Science Park, Pak Shek Kok Nt, Hong Kong, registered with the Hong Kong Trade Register under number 72048993 (the "**Seller**"); and

(2) [company's name], a private/public limited liability company (*société à responsabilité limitée/société anonyme*) established and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at [address], registered with the Luxembourg Trade and Companies Register under number B [registration number] **OR** [company's name], a [legal form] company established under the laws of [•], having its registered office at [•], [•], registered with [•] under number [•](the "**Purchaser**").

The Seller and the Purchaser being hereinafter together referred to as the **Parties**, or separately a **Party**.

IN THE PRESENCE OF:

(3) **Rolling Wireless S.à r.l.**, a private limited liability company (*société à responsabilité limitée*), duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, rue Mathias Hardt, L-1717 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 241.041 (the "**Company**").

RECITALS:

(A) The Parties belong to the same group of companies.

(B) The Seller holds the Shares (as defined below) in the share capital of the Company.

(C) The Seller is willing to sell to the Purchaser, and the Purchaser is willing to acquire from the Seller, all the Seller's right, title, interest and benefit in and to the Shares -as defined below- (the "**Sale and Purchase**"), through the transfer by the Seller to the Purchaser of the Shares (the "**Transfer**") in exchange for the payment by the Purchaser to the Seller of the Purchase Price -as defined below-.

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement:

Business Day means a day when banks are open for business (other than a Saturday, Sunday or public holiday) in Luxembourg and in Hong Kong;

Civil Code means the Luxembourg Civil Code (*Code civil*);

Company Law means the Luxembourg law dated 10 August 1915 on commercial companies (as amended);

Effective Date means the date of this Agreement;

Encumbrance means any (other than by virtue of this Agreement) interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or usufruct, right in rem (*droit réel*) other than the property right of the Seller, any mortgage, charge,

pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

Parties means the Purchaser and the Seller (and **Party** shall be construed accordingly);

Purchase Price means an aggregate amount of [•] United States Dollars (USD [•]);

Shares means seven million one hundred thirty-six thousand two hundred thirty-two (7,136,232) fully-paid issued shares with a nominal value of one United States Dollar (USD 1.00.-) each in the capital of the Company corresponding to the entire share capital of the Company.

1.1 The headings and sub-headings are for convenience only and shall not affect the construction of this Agreement.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and *vice versa* and references to any gender shall include all other genders. References to any person (which for the purposes of this Agreement shall include bodies corporate, unincorporated associations, partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality) shall include the person's successors.

1.3 References to Recitals, clauses and sub-clauses are to (respectively) recitals to, and clauses and sub-clauses of, this Agreement (unless otherwise specified).

2. SALE AND PURCHASE - TRANSFER

2.1 Subject to the terms of the Agreement, the Parties hereby agree to the Sale and Purchase and to the Transfer, and the Seller hereby transfers, sells and assigns the Shares to the Purchaser and the Purchaser hereby purchases and acquires the Shares from the Seller with effect as of the Effective Date, together with all the Seller's right, title and interest attached thereto.

2.2 The Purchaser shall be entitled to receive all dividends and distributions (whether of income or capital) declared, paid or made by the Company on the Shares on and from the Effective Date.

3. CONSIDERATION

3.1 The consideration for the Sale and Purchase shall be satisfied by the Purchaser paying the Purchase Price in cleared funds.

3.2 Seller directs the Purchaser to pay the Purchase Price in cleared funds on the bank account indicated by the Seller to the Purchaser.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each Party represents and warrants to the other Party on and as of the date hereof that:

4.1.1 it is duly organised and validly existing under the laws of its jurisdiction, with full power and authority to enter into this Agreement;

4.1.2 all corporate and other proceedings required to be taken by or on the part of it to authorise it to execute, deliver and carry out this Agreement have been duly and properly taken; and

4.1.3 neither the execution and delivery of this Agreement by it, nor the performance and compliance with its terms, will result in a breach or violation of its constitutional documents or any of its obligations (contractual or not).

4.2 The Seller further represents and warrants to the Purchaser on and as of the date hereof that:

4.2.1 the Seller is the due and sole owner of the Shares and has the power to dispose of the Shares;

4.2.2 the Shares have been properly and validly issued and are fully paid-up;

4.2.3 the Shares are free from any Encumbrances.

4.2.4 the Company is a Luxembourg company duly incorporated and validly existing under the laws of the Grand Duchy of Luxembourg;

4.2.5 the Company is not at present engaged in court proceedings, whether as claimant or defendant or in any other capacity, for the purposes of bankruptcy, liquidation, winding-up or transfer of assets to creditors, and so far as the Seller is aware, there are no circumstances which are likely to give rise to any such proceedings; and

4.3 The Parties hereby acknowledge that the Shares are the only sale objects and not the Company as a going concern and that the Seller gives no other guarantee than those referred to in this clause and disclaims any other guarantee.

5. FURTHER ASSURANCE

Each Party shall, after being required to do so by the other Party, promptly and at the cost and expense of the requesting Party do or procure the performance of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the requesting Party as the requesting Party may reasonably consider necessary for giving full effect to this Agreement and securing to the requesting Party the full benefit of the rights, powers and remedies conferred upon the requesting Party in this Agreement.

6. COSTS

Each Party shall assume and bear its own costs, including the costs of its own legal and other advisors, in connection with the preparation, negotiation and execution of this Agreement.

7. THIRD PARTY CONSENT

Where any consent, confirmation, approval, authorisation or agreement of any third party is required for (or is highly desirable to be obtained before) the effective Transfer of the Shares and such consent, confirmation, approval, authorisation or agreement has not been obtained, at or prior to the Effective Date, the sale of the Shares shall be conditional upon that consent, confirmation, approval, authorisation or agreement (save if full, or substantially full, enjoyment of the Shares can be afforded to the Purchaser without receipt of the relevant consent, confirmation, approval, authorisation or agreement, by a lawful method reasonably available to the Parties) and the Seller and the Purchaser shall each, before and after the Effective

Date, use their reasonable endeavours to obtain all such consents, confirmations, approvals, authorisations and agreements as soon as possible.

8. NOTICES

8.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by e-mail, facsimile or similar means of recorded electronic communication or sent by registered mail.

8.2 Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted if so delivered or transmitted prior to 6:00 p.m. local time at the place of receipt (or, if such day is not a Business Day or such communication is delivered or transmitted after 6:00 p.m. local time at the place of receipt, on the next following Business Day) or, if mailed, on the fifth Business Day following the date of mailing.

Each Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this clause.

9. TRANSFER FORMALITIES

9.1 Subject to Clause 7, by executing this Agreement, the Company hereby acknowledges and accepts the Sale and Purchase and Transfer of the Shares from the Seller to the Purchaser under this Agreement for the purpose of article 710-13 of the Company Law, and article 1690 of the Civil Code and hereby undertakes to register such Transfer in the shareholder's register of the Company.

9.2 Each of the Seller, the Purchaser and the Company hereby empowers and authorises any manager of the Company, acting individually, with full power of substitution, to:

9.2.1 proceed with the registration of the Transfer of the Shares in the shareholders' register of the Company, file a notice regarding the Transfer of the Shares by the Seller to the Purchaser under this Agreement with the Luxembourg Trade and Companies Register and publish the Transfer of the Shares in the Luxembourg official gazette (*Recueil Electronique des Sociétés et Associations*), as required by the Company Law; and

9.2.2 perform any operation or act which might be necessary or useful for the performance and the execution of this Agreement.

10. VARIATION

No variation to this Agreement shall be possible or of any effect without the prior written consent of each Party.

11. WAIVER

No delay or omission by the Purchaser in exercising any right, power, privilege or remedy hereunder shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof and no single or partial exercise or non-exercise of any right, power, privilege or remedy shall in any circumstances preclude any further or other exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor.

12. SEVERANCE

Each of the provisions of this Agreement is severable. Accordingly, if any provision is or becomes invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair the validity or enforceability in that jurisdiction of the other provisions of this Agreement (or of that or any provisions of this Agreement in any other jurisdiction) and the Parties will use all reasonable endeavours to negotiate in good faith with a view to replacing it with one or more provisions satisfactory to any relevant competent authority but differing from the replaced provision as little as possible.

13. ENTIRE AGREEMENT

This Agreement constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. Fraud excepted, all previous drafts, agreements, understandings, undertakings, representations, warranties and arrangements of any nature whatsoever between the Parties with any bearing on the subject matter of this Agreement are superseded and extinguished to the extent that they have such a bearing except insofar as any such thing is repeated or otherwise reflected in this Agreement.

14. COUNTERPARTS

This Agreement may be authenticated in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may authenticate this Agreement by signing any such counterpart. This Agreement may be authenticated by manual signature or electronic means, all of which shall be equally valid.

15. GOVERNING LAW AND JURISDICTION

This Agreement, and any non-contractual rights or obligations arising out of or in connection with it, shall be governed by and construed exclusively in accordance with Luxembourg law and each of the Parties agrees that the courts of the District of Luxembourg shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto and the Company have executed this Agreement in three (3) originals on the day and year set out above, each Party and the Company acknowledging having received one original.

[Signature page follows]

SELLER

Rolling Wireless (H.K.) Limited

represented by:	represented by:
Name:	Name:
Title:	Title:

PURCHASER

[•]

represented by:	represented by:
Name:	Name:
Title:	Title:

For acknowledgement and, to the extent necessary, approval of the Transfer in accordance with the provisions of article 710-13 of the Luxembourg law on commercial companies dated 10 August 1915 as amended and article 1690 of the Luxembourg civil code.

COMPANY

Rolling Wireless S.à r.l.

represented by:	represented by:
Name: Ji Chen	Name: Andreas Kohn
Title: Class A Manager	Title: Class B Manager

SCHEDULE 1.1-K

LIST OF KEY CUSTOMERS AND KEY SUPPLIERS

Part A List of Key Customers

1. LG Electronics
2. Magneti Marelli S.P.A

Part B List of Key Suppliers

1. Flextronics Telecom Systems Ltd
2. Qualcomm CDMA Technologies Asia-Pac
3. Micron Technology, Inc (purchased via WPI international Hong Kong Limited)

SCHEDULE 1.1-P

PERMITTED LIENS

The pledge of all of the issued shares, being the seven million one hundred thirty six thousand two hundred and thirty two (7,136,232) shares with a nominal value of one dollar (USD1) each, of RW Lux by RW HK in favour of China Merchants Bank Co., Ltd ("**Lux Share Pledge**") is deemed a Permitted Lien as of the date hereof but will be released and terminated before the Closing (no longer considered a Permitted Lien).

SCHEDULE 1.1-R

REGULATORY APPROVALS

None.

SCHEDULE 2.1(c)

LIST OF EQUIPMENT

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1100005	TESTEQUITY TEMPERATURE CHAMBER	R&D equipment	Shenzhen	2022-4-1	005/000	HKD	117,254.56	-50,126.32	67,128.24
1300000	Lenovo ThinkPad X13 Gen13.3"	IT equipment	US	2021-1-1	003/000	HKD	13,222.83	-12,561.69	661.14
1300001	Lenovo ThinkPad X1 Yoga Gen4	IT equipment	US	2021-1-1	003/000	HKD	9,535.54	-9,058.76	476.78
1300002	HP ENVY X360 15.6IN FULL HD	IT equipment	US	2021-1-1	003/000	HKD	10,520.82	-9,994.78	526.04
1500000	CMW-KM010&KV114, dual	Production equipment	Suzhou	2020-11-1	003/000	HKD	14,713.04	-13,977.39	735.65
1500001	auto, TAU3, Flex suzhou	Production equipment	Suzhou	2020-11-1	002/000	HKD	52,882.50	-50,238.37	2,644.13
1500002	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,837.13	-1,745.27	91.86
1500003	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,837.13	-1,745.27	91.86
1500008	Flatness, TE3, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	269,561.70	-256,083.61	13,478.09
1500008	Flatness, TE3, FLEX	Production equipment	Suzhou	2020-11-1	005/000	HKD	116,967.00	-72,468.69	44,498.31
1500010	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,272.05	-2,158.45	113.60
1500014	AR7554, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,186.86	-3,027.52	159.34
1500015	AR7554, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,186.86	-3,027.52	159.34
1500016	AR7554, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,186.86	-3,027.52	159.34
1500018	AR7554, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,186.86	-3,027.52	159.34
1500019	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,700.70	-2,565.66	135.04

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500020	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,700.70	-2,565.66	135.04
1500021	AR/GTM, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	7,201.86	-6,841.77	360.09
1500022	AR6, TEQ2, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	7,201.86	-6,841.77	360.09
1500023	AR75XX, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	7,201.86	-6,841.77	360.09
1500024	AR759X, TEQ1, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	6,623.90	-6,292.70	331.20
1500029	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500030	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500031	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500032	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500033	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	125,352.46	-119,084.84	6,267.62
1500035	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500036	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500039	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500040	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500041	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500042	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500043	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500044	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500058	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500060	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500067	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500068	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500070	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500071	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500073	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,383.86	-4,164.67	219.19
1500084	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,121.82	-3,915.73	206.09
1500085	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,121.82	-3,915.73	206.09
1500086	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,121.82	-3,915.73	206.09
1500087	ALL, TFX, LR	Production equipment	Suzhou	2020-11-1	002/000	HKD	187,526.79	-178,150.45	9,376.34
1500097	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500098	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500099	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500101	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500102	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500103	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500104	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500105	AR7, TFX, FLEX (loan to JV)	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,262.08	-4,998.98	263.10
1500106	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500107	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500108	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500109	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500110	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500111	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500112	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500113	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500114	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500115	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500116	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500117	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500118	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500119	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500120	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500121	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500122	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500123	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500124	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500125	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500126	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500127	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500128	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500129	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500130	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500131	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500132	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500133	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,266.34	-5,003.02	263.32
1500136	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	6,467.45	-6,144.08	323.37
1500139	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	11,951.95	-11,354.35	597.60
1500145	Shield lid machine, TE2, FLE	Production equipment	Suzhou	2020-11-1	002/000	HKD	195,136.74	-185,379.90	9,756.84
1500146	Shield lid machine, TE2, FLE	Production equipment	Suzhou	2020-11-1	002/000	HKD	195,136.74	-185,379.90	9,756.84
1500147	AUTO,TEQ2,FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	164,845.01	-156,602.76	8,242.25
1500149	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	133,213.39	-126,552.72	6,660.67
1500150	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	133,213.39	-126,552.72	6,660.67

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500151	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	126,202.09	-119,891.99	6,310.10
1500152	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	126,202.09	-119,891.99	6,310.10
1500153	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	126,202.09	-119,891.99	6,310.10
1500154	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	126,202.09	-119,891.99	6,310.10
1500155	AR5, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	173,454.89	-164,782.15	8,672.74
1500156	AUTO,TEQ2,FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	102,915.22	-97,769.46	5,145.76
1500157	AUTO,TEQ2,FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	155,052.62	-147,299.99	7,752.63
1500161	AR75XX, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	21,116.30	-20,060.48	1,055.82
1500162	AR75XX, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	21,116.30	-20,060.48	1,055.82
1500163	AR75XX, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	20,420.12	-19,399.11	1,021.01
1500164	AR75XX, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	20,420.12	-19,399.11	1,021.01
1500165	AR7,10-up fixtures,Work Cell	Production equipment	Suzhou	2020-11-1	002/000	HKD	6,033.23	-5,731.57	301.66
1500166	AR7,10-up fixtures,Work Cell	Production equipment	Suzhou	2020-11-1	002/000	HKD	6,033.23	-5,731.57	301.66
1500167	AR7,10-up fixtures,Work Cell	Production equipment	Suzhou	2020-11-1	002/000	HKD	6,033.23	-5,731.57	301.66
1500168	AR7,10-up fixtures,Work Cell	Production equipment	Suzhou	2020-11-1	002/000	HKD	6,033.23	-5,731.57	301.66
1500173	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	60,708.13	-57,672.72	3,035.41
1500174	AR7552, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	140,705.50	-133,670.22	7,035.28
1500175	AR7552, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	140,705.50	-133,670.22	7,035.28

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500176	AR7552, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	140,705.50	-133,670.22	7,035.28
1500177	AR7552, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	140,705.50	-133,670.22	7,035.28
1500178	AR7552, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	140,705.50	-133,670.22	7,035.28
1500181	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	14,201.60	-13,491.52	710.08
1500182	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	14,201.60	-13,491.52	710.08
1500183	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	14,201.60	-13,491.52	710.08
1500184	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	14,201.60	-13,491.52	710.08
1500185	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	14,201.60	-13,491.52	710.08
1500189	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	5,481.79	-5,207.70	274.09
1500191	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	17,965.10	-17,066.84	898.26
1500192	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	17,965.10	-17,066.84	898.26
1500193	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	17,965.10	-17,066.84	898.26
1500195	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500196	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500197	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500198	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500199	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500200	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500201	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500202	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	16,036.64	-15,234.81	801.83
1500203	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500208	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500209	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500211	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500212	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500213	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500214	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	002/000	HKD	12,365.86	-11,747.57	618.29
1500215	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	419,935.70	-398,938.91	20,996.79
1500216	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	442,239.00	-420,127.05	22,111.95
1500217	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	442,239.08	-420,127.13	22,111.95
1500218	SL8082BTA, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	427,370.22	-406,001.71	21,368.51
1500219	SL8082BTA, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	442,239.00	-420,127.05	22,111.95
1500220	AR7552,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/002	HKD	35,401.55	-33,631.47	1,770.08
1500222	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/003	HKD	7,064.56	-6,711.33	353.23
1500223	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	13,050.26	-12,397.75	652.51
1500225	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/003	HKD	23,025.22	-21,873.96	1,151.26

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500226	AR8582, TFX, JV	Production equipment	Suzhou	2020-11-1	002/002	HKD	20,631.99	-19,600.39	1,031.60
1500227	AR8582, TFX, JV	Production equipment	Suzhou	2020-11-1	002/002	HKD	20,631.99	-19,600.39	1,031.60
1500230	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/004	HKD	14,302.69	-13,587.56	715.13
1500231	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/004	HKD	14,302.69	-13,587.56	715.13
1500232	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/004	HKD	14,302.69	-13,587.56	715.13
1500233	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/004	HKD	14,302.69	-13,587.56	715.13
1500234	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/004	HKD	14,302.69	-13,587.56	715.13
1500238	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/004	HKD	14,302.69	-13,587.56	715.13
1500239	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	30,849.22	-29,306.76	1,542.46
1500243	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500244	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500245	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500246	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500247	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500248	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500249	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500250	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500251	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500252	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500253	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500254	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	19,784.01	-18,794.81	989.20
1500255	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500256	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500257	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500259	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500260	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500261	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500262	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500263	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500264	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500266	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	15,566.83	-14,788.49	778.34
1500269	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,659.45	-2,526.48	132.97
1500270	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,659.45	-2,526.48	132.97
1500271	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,659.45	-2,526.48	132.97
1500272	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	2,659.45	-2,526.48	132.97
1500273	AR8652,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	55,865.16	-53,071.90	2,793.26

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500274	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	24,679.39	-23,445.42	1,233.97
1500275	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/005	HKD	22,622.78	-21,491.64	1,131.14
1500276	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	97,228.54	-92,367.11	4,861.43
1500277	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	15,379.30	-14,610.33	768.97
1500278	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	15,379.30	-14,610.33	768.97
1500279	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	19,545.62	-18,568.34	977.28
1500280	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	25,194.09	-23,934.39	1,259.70
1500282	AR7, TE2, JV	Production equipment	Suzhou	2020-11-1	002/005	HKD	22,435.79	-21,314.00	1,121.79
1500283	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	15,379.30	-14,610.33	768.97
1500284	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	15,379.30	-14,610.33	768.97
1500285	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	19,545.62	-18,568.34	977.28
1500286	AR7, TFX, JV	Production equipment	Suzhou	2020-11-1	002/004	HKD	19,545.62	-18,568.34	977.28
1500287	AR7, T4G, JV	Production equipment	Suzhou	2020-11-1	003/000	HKD	122,425.49	-116,304.22	6,121.27
1500288	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500289	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500290	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500291	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500292	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500293	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500294	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500295	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500296	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500297	AR7552, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500298	AR7552, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500299	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,270.44	-23,056.92	1,213.52
1500300	AR758x, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	19,930.93	-18,934.38	996.55
1500301	AR758x, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	19,930.93	-18,934.38	996.55
1500305	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	15,786.15	-14,996.84	789.31
1500306	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	15,786.15	-14,996.84	789.31
1500307	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	15,786.15	-14,996.84	789.31
1500308	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	15,786.15	-14,996.84	789.31
1500309	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	15,786.15	-14,996.84	789.31
1500322	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	32,825.98	-31,184.68	1,641.30
1500323	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	32,825.98	-31,184.68	1,641.30
1500325	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	6,967.80	-6,619.41	348.39
1500326	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,902.05	-23,656.95	1,245.10

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500327	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	24,902.05	-23,656.95	1,245.10
1500333	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	13,099.41	-12,444.44	654.97
1500334	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	25,548.54	-24,271.11	1,277.43
1500335	AR7586, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	114,581.33	-108,852.26	5,729.07
1500336	AR7586, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	114,620.02	-108,889.02	5,731.00
1500337	AR7586, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	65,497.14	-62,222.28	3,274.86
1500338	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	65,497.14	-62,222.28	3,274.86
1500339	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,208.18	-3,047.77	160.41
1500340	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,208.18	-3,047.77	160.41
1500341	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,208.18	-3,047.77	160.41
1500342	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,208.18	-3,047.77	160.41
1500343	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	93,831.27	-89,139.71	4,691.56
1500344	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	25,548.54	-24,271.11	1,277.43
1500345	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	52,397.73	-49,777.84	2,619.89
1500346	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	9,677.49	-9,193.62	483.87
1500347	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	9,677.49	-9,193.62	483.87
1500348	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	9,677.49	-9,193.62	483.87
1500349	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	9,677.49	-9,193.62	483.87

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500350	AR8652, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/006	HKD	9,677.49	-9,193.62	483.87
1500352	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	24,190.52	-22,980.99	1,209.53
1500356	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	7,197.20	-6,837.34	359.86
1500357	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	169,133.59	-160,676.91	8,456.68
1500358	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500359	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500360	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500361	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500362	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500363	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500364	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500365	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500366	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500367	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500368	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500369	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	19,035.89	-18,084.10	951.79
1500382	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500383	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500384	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500385	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500386	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500387	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500388	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500389	AR7586, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500390	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500391	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500392	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	23,669.93	-22,486.43	1,183.50
1500394	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500395	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500397	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500398	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500399	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500400	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500401	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500402	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28
1500403	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	16,645.61	-15,813.33	832.28

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500404	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	33,906.69	-32,211.36	1,695.33
1500406	AR758X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	33,906.69	-32,211.36	1,695.33
1500408	AR759X, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/007	HKD	39,584.47	-37,605.25	1,979.22
1500411	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500412	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500413	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500414	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500415	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500416	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500417	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,739.16	-3,552.20	186.96
1500418	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,495.71	-1,420.92	74.79
1500419	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,495.71	-1,420.92	74.79
1500420	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,495.71	-1,420.92	74.79
1500421	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,495.71	-1,420.92	74.79
1500422	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	149,422.14	-141,951.03	7,471.11
1500423	AR7, TAU2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	124,518.46	-118,292.54	6,225.92
1500424	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500425	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500426	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500427	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500428	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500429	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500430	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500431	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500432	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500433	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500434	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500435	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500436	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500437	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500438	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500439	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500440	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500441	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500442	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500443	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500444	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500445	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500446	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500447	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500448	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500449	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500454	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500455	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500456	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500457	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500458	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	23,960.50	-22,762.47	1,198.03
1500459	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500460	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500461	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500462	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500463	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500464	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500465	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500466	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500467	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500468	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500469	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500472	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500473	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500474	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500475	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500476	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500477	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500478	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500479	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500480	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500481	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500482	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500483	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	21,447.03	-20,374.68	1,072.35
1500484	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500485	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500486	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500487	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500488	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500489	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500490	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500491	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500492	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500493	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500494	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500495	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	17,193.79	-16,334.10	859.69
1500496	AR759x, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	35,023.38	-33,272.21	1,751.17
1500501	AR759x, TFX, fLEX	Production equipment	Suzhou	2020-11-1	002/008	HKD	35,023.38	-33,272.21	1,751.17
1500502	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/010	HKD	11,192.58	-10,632.95	559.63
1500503	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500504	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500505	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500506	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500507	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500508	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500509	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500510	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500511	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500512	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500513	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500514	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500515	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500516	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500517	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500518	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500519	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500520	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500521	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500522	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/000	HKD	107,003.63	-101,653.45	5,350.18
1500523	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/011	HKD	26,763.06	-25,424.91	1,338.15
1500524	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/011	HKD	23,955.53	-22,757.75	1,197.78
1500525	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/011	HKD	23,955.53	-22,757.75	1,197.78

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500526	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/011	HKD	19,204.90	-18,244.65	960.25
1500527	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/011	HKD	19,204.90	-18,244.65	960.25
1500528	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	002/011	HKD	19,204.90	-18,244.65	960.25
1500533	AUTO PRODUCTS,DBI SYSTEM,FLE	Production equipment	Suzhou	2020-11-1	003/000	HKD	4,480,431.74	-4,256,410.15	224,021.59
1500534	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500535	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500536	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500537	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500538	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500539	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500540	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500541	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500542	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500543	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500544	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500545	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	20,430.12	-19,408.61	1,021.51
1500546	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,010.80	-2,860.26	150.54
1500547	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,010.80	-2,860.26	150.54

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500548	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,010.80	-2,860.26	150.54
1500549	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,757.00	-4,519.15	237.85
1500550	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,757.00	-4,519.15	237.85
1500551	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,757.00	-4,519.15	237.85
1500552	AR8652,TA2,Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,757.00	-4,519.15	237.85
1500553	AR75XX,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	438,770.57	-416,832.04	21,938.53
1500554	AR75XX,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	438,770.57	-416,832.04	21,938.53
1500555	AR75XX,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	438,770.57	-416,832.04	21,938.53
1500556	AR75XX,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	438,770.57	-416,832.04	21,938.53
1500557	AR75XX,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/002	HKD	438,770.49	-416,831.97	21,938.52
1500558	Auto,TE2,FLEX	Production equipment	Suzhou	2020-11-1	003/002	HKD	417,137.64	-396,280.76	20,856.88
1500560	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/003	HKD	75,808.02	-72,017.62	3,790.40
1500561	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/003	HKD	75,808.02	-72,017.62	3,790.40
1500562	AR755X,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/003	HKD	75,808.02	-72,017.62	3,790.40
1500563	AR7, TFX, fLEX	Production equipment	Suzhou	2020-11-1	003/004	HKD	79,631.53	-75,649.95	3,981.58
1500564	AR758X, TEQ2, Flex	Production equipment	Suzhou	2020-11-1	003/004	HKD	255,182.80	-242,423.66	12,759.14
1500565	AR7, TEQ1, Flex	Production equipment	Suzhou	2020-11-1	003/004	HKD	130,223.60	-123,712.42	6,511.18
1500568	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500569	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500570	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500571	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500572	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500573	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500574	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500575	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500576	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500577	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500578	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500579	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500580	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500581	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500582	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500583	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500584	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500585	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500586	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500587	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500588	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500589	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500590	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500591	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500592	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500593	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500594	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500595	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500596	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500597	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	3,449.75	-3,277.26	172.49
1500598	AUTO PRODUCTS,DBI SYSTEM,FLE	Production equipment	Suzhou	2020-11-1	003/000	HKD	4,630,568.60	-4,399,040.17	231,528.43
1500599	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	529,685.23	-503,200.97	26,484.26
1500600	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500601	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500602	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500603	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500604	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500605	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500606	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500607	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500608	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500609	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500610	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500611	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500612	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500613	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500614	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500615	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500616	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500617	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500618	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500619	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500620	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500621	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500622	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500623	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500624	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500625	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500626	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500627	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500628	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500629	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500630	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500631	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500632	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500633	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500634	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500635	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500636	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500637	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500638	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500639	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500640	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500641	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500642	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500643	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500644	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500645	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500646	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500647	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500648	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500649	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500650	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500651	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500652	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500653	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500656	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500657	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500658	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500659	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500660	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500661	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500662	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500663	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500664	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500665	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500666	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500667	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500668	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500669	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500670	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500671	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500672	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	25,602.03	-24,321.93	1,280.10
1500673	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500674	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500675	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500676	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500677	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500678	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500679	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500680	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500681	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500682	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500683	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500684	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500685	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500686	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500687	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500688	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500689	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500690	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500691	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500692	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500693	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500694	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500695	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500696	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500697	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500698	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500699	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	29,910.77	-28,415.23	1,495.54
1500700	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500701	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500702	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500703	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500704	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500705	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500706	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500707	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500708	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500709	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500710	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500711	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500712	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500713	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500714	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500715	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/005	HKD	20,898.14	-19,853.23	1,044.91
1500716	AR75XX,TFX,Flex	Production equipment	Suzhou	2020-11-1	003/006	HKD	42,898.16	-40,753.25	2,144.91
1500717	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500720	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500722	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500723	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500724	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500725	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500726	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500727	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500728	AR7, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	42,282.99	-40,168.84	2,114.15
1500729	AR7596,TFX,TTM	Production equipment	Suzhou	2020-11-1	003/007	HKD	256,749.91	-243,912.41	12,837.50
1500730	AR7594,TFX,TTM	Production equipment	Suzhou	2020-11-1	003/007	HKD	256,749.91	-243,912.41	12,837.50
1500731	AR7584,TFX,TTM	Production equipment	Suzhou	2020-11-1	003/007	HKD	256,749.91	-243,912.41	12,837.50
1500732	AR8652, TE2, FLEX	Production equipment	Suzhou	2020-11-1	003/007	HKD	101,712.25	-96,626.64	5,085.61
1500733	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500734	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500735	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500736	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500737	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500738	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500739	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500740	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500741	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500742	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500743	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500744	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500745	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500746	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500747	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500748	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500749	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500750	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500751	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500752	AR7, T4G, Flex	Production equipment	Suzhou	2020-11-1	003/007	HKD	123,571.25	-117,392.69	6,178.56
1500753	AR7, TA2, Flex	Production equipment	Suzhou	2020-11-1	002/000	HKD	1,289,798.98	-1,225,309.03	64,489.95

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500754	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/009	HKD	45,825.77	-42,567.05	3,258.72
1500755	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	003/009	HKD	13,747.69	-12,770.08	977.61
1500756	AR8652, TE2, JV	Production equipment	Suzhou	2020-11-1	003/008	HKD	73,706.29	-70,020.98	3,685.31
1500757	AR8652, TA2, JV	Production equipment	Suzhou	2020-11-1	002/000	HKD	4,511.70	-4,286.11	225.59
1500758	AR8652, TA2, JV	Production equipment	Suzhou	2020-11-1	002/000	HKD	81,391.60	-77,322.02	4,069.58
1500759	AR7, TE2, JV	Production equipment	Suzhou	2020-11-1	003/009	HKD	31,654.02	-29,403.07	2,250.95
1500768	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500769	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500770	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500771	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500772	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500773	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500774	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500775	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500776	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500777	AR8652, TFX, Flex	Production equipment	Suzhou	2020-11-1	003/010	HKD	25,232.15	-22,928.34	2,303.81
1500778	AR7582,TFX,TTM	Production equipment	Suzhou	2020-11-1	003/010	HKD	274,833.00	-249,739.55	25,093.45
1500779	AR7, TE3, FLEX	Production equipment	Suzhou	2020-11-1	004/000	HKD	1,265,875.31	-1,102,366.41	163,508.90

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500780	AR7RD, TOL, JV	Production equipment	Suzhou	2020-11-1	002/000	HKD	37,506.15	-35,630.84	1,875.31
1500781	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/000	HKD	217,252.89	-189,191.06	28,061.83
1500782	AUTO, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/000	HKD	822,975.62	-716,674.60	106,301.02
1500783	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	544,669.61	-455,343.80	89,325.81
1500784	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	529,557.78	-442,710.31	86,847.47
1500785	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	529,557.78	-442,710.31	86,847.47
1500786	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	529,557.78	-442,710.31	86,847.47
1500787	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	529,557.78	-442,710.31	86,847.47
1500788	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	116,244.42	-97,180.34	19,064.08
1500789	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/002	HKD	116,244.42	-97,180.34	19,064.08
1500790	AR8652, TA2, JV	Production equipment	Suzhou	2020-11-1	002/002	HKD	292,057.42	-277,454.55	14,602.87
1500791	AR758x, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	167,849.06	-159,456.61	8,392.45
1500792	AR758x, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	11,189.95	-10,630.45	559.50
1500793	AR759x, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	11,189.95	-10,630.45	559.50
1500794	AR8652, TA2, JV	Production equipment	Suzhou	2020-11-1	002/002	HKD	18,529.26	-17,602.80	926.46
1500795	AR8652, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	39,164.82	-37,206.58	1,958.24
1500796	AR8652, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	681,467.34	-647,393.97	34,073.37
1500797	AR759x, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	167,849.06	-159,456.61	8,392.45

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500798	AR8652, TOL, JV	Production equipment	Suzhou	2020-11-1	002/000	HKD	18,828.35	-17,886.93	941.42
1500799	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	261,650.25	-248,567.74	13,082.51
1500800	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	261,650.25	-248,567.74	13,082.51
1500801	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	174,433.50	-165,711.82	8,721.68
1500802	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	11,628.90	-11,047.45	581.45
1500803	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	174,433.50	-165,711.82	8,721.68
1500804	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	11,628.90	-11,047.45	581.45
1500805	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/003	HKD	17,443.35	-16,571.18	872.17
1500806	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/002	HKD	19,187.69	-18,228.31	959.38
1500807	AR7/8, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/004	HKD	120,647.36	-114,614.99	6,032.37
1500808	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/005	HKD	878,621.23	-834,690.17	43,931.06
1500809	AR8652, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/005	HKD	145,272.02	-138,008.42	7,263.60
1500810	AR7, TFX, FLEX	Production equipment	Suzhou	2020-11-1	004/004	HKD	44,582.18	-35,837.21	8,744.97
1500811	AR8652, TFX, FLEX	Production equipment	Suzhou	2020-11-1	004/005	HKD	48,287.15	-38,083.07	10,204.08
1500812	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500813	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500814	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500815	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500816	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500817	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500818	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500819	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500820	HL78, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500821	HL78, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500822	HL78, TFX, JV	Production equipment	Suzhou	2020-11-1	004/006	HKD	29,909.30	-23,152.01	6,757.29
1500823	AR7/8, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/005	HKD	907,450.98	-862,078.43	45,372.55
1500824	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/008	HKD	36,684.92	-27,382.67	9,302.25
1500825	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/008	HKD	36,684.92	-27,382.67	9,302.25
1500826	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/008	HKD	36,684.92	-27,382.67	9,302.25
1500831	AR8652, TFX, JV	Production equipment	Suzhou	2020-11-1	004/008	HKD	31,340.04	-23,393.11	7,946.93
1500832	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	43,407.27	-32,400.43	11,006.84
1500833	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	20,256.77	-15,120.23	5,136.54
1500834	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	520,887.58	-388,805.37	132,082.21
1500835	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	520,887.58	-388,805.37	132,082.21
1500836	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	520,887.58	-388,805.37	132,082.21
1500837	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	520,887.58	-388,805.37	132,082.21

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500838	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	520,887.58	-388,805.37	132,082.21
1500839	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	260,443.79	-194,402.69	66,041.10
1500840	AR7, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/008	HKD	260,443.79	-194,402.69	66,041.10
1500841	All, TE1, FLEX	Production equipment	Suzhou	2020-11-1	004/010	HKD	58,598.57	-42,231.38	16,367.19
1500842	AR, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/011	HKD	287,129.40	-203,423.88	83,705.52
1500843	Auto, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/011	HKD	571,754.25	-405,073.35	166,680.90
1500844	Auto, TE2, FLEX	Production equipment	Suzhou	2020-11-1	004/011	HKD	274,442.04	-194,435.21	80,006.83
1500845	AR7, TA2, FLEX	Production equipment	Suzhou	2020-11-1	002/011	HKD	1,883,709.54	-1,789,524.06	94,185.48
1500846	Signaling CMW500	Production equipment	Suzhou	2020-11-1	005/000	HKD	131,484.00	-91,600.52	39,883.48
1500847	Tianhong lid press fixture upgrade	Production equipment	Suzhou	2020-11-1	005/000	HKD	1,221,500.00	-850,978.33	370,521.67
1500848	AR75XX,TFX,Flex/43769/50000	Production equipment	Suzhou	2020-11-1	005/000	HKD	387,630.00	-270,048.90	117,581.10
1500849	DBI LOAD/UNLOAD#2/43696/385000	Production equipment	Suzhou	2020-11-1	005/000	HKD	2,984,751.00	-2,079,376.53	905,374.47
1500855	AR7 BFT fixture	Production equipment	Suzhou	2021-5-1	005/000	HKD	233,208.00	-140,313.48	92,894.52
1500856	AR7 RFT fixture	Production equipment	Suzhou	2021-5-1	005/000	HKD	310,944.00	-187,084.64	123,859.36
1500857	AR7 sku config fixture	Production equipment	Suzhou	2021-5-1	005/000	HKD	167,909.76	-101,025.71	66,884.05
1500862	AR7 RFT test fixture	Production equipment	Suzhou	2021-9-1	005/000	HKD	855,030.00	-460,291.15	394,738.85
1500863	AR7 SKU config fixture	Production equipment	Suzhou	2021-9-1	005/000	HKD	125,922.60	-67,788.33	58,134.27
1500864	AR7 BFT test fixture	Production equipment	Suzhou	2021-9-1	005/000	HKD	674,696.40	-363,211.57	311,484.83

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500865	Adapter: PA-G3714BGA162	Production equipment	Suzhou	2021-4-28	005/000	HKD	251,378.82	-238,809.88	12,568.94
1500866	Dell 5090MT	Production equipment	Suzhou	2021-10-1	005/000	HKD	23,330.40	-12,190.14	11,140.26
1500871	PPF socket for 5G DV build（PA-G3565）	Production equipment	Suzhou	2021-9-1	005/000	HKD	24,885.76	-13,396.83	11,488.93
1500872	COGNEX, Model:DM8072-V, S/N: 1A2136PP518170	Production equipment	Suzhou	2021-12-1	005/000	HKD	58,060.86	-28,498.20	29,562.66
1500877	OGP ZOP250	Production equipment	Suzhou	2023-1-1	005/000	HKD	941,815.80	-268,417.50	673,398.30
1500881	KRD Laser machine	Production equipment	Suzhou	2023-2-1	005/000	HKD	52,428.47	-14,112.00	38,316.47
1500882	PSV3000 IC programming machine	Production equipment	Suzhou	2023-2-1	005/000	HKD	17,742.28	-4,775.63	12,966.65
1500883	P&P (Laser& capping machine PCA level)	Production equipment	Suzhou	2023-2-1	005/000	HKD	7,796.75	-2,098.62	5,698.13
1500884	HSM Server	Production equipment	Suzhou	2023-2-1	005/000	HKD	38,983.75	-10,493.13	28,490.62
1500885	JTAG-Debugger for Armv8/Armv9 Ext.	Production equipment	Suzhou	2023-8-1	005/000	HKD	53,333.40	-9,288.90	44,044.50
1500886	JTAG- PowerDebug Module USB 3.0	Production equipment	Suzhou	2023-8-1	005/000	HKD	172,068.01	-29,968.51	142,099.50
1500887	5 pcs Dell 5000	Production equipment	Suzhou	2023-9-1	005/000	HKD	33,615.73	-5,322.49	28,293.24
1500888	RN93 TT fixtures--4000008	Production equipment	Suzhou	2023-12-1	005/000	HKD	131,384.77	-14,561.81	116,822.96
1500889	Digital Microscope--4000010	Production equipment	Suzhou	2023-12-1	005/000	HKD	508,636.70	-56,373.90	452,262.80
1500890	4000004--Gap filler machine: PVA Delta 8	Production equipment	Suzhou	2024-1-1	005/000	HKD	986,251.98	-93,693.94	892,558.04
1500891	ABTS Test Electronics Board (TEB), C6, 2GB 4000016	Production equipment	Suzhou	2024-3-1	005/000	HKD	172,386.46	-10,917.81	161,468.65
1500892	ABTS Pin Electronics Board (PEB) VOH +5V 4000017	Production equipment	Suzhou	2024-3-1	005/000	HKD	225,157.82	-14,260.00	210,897.82
1500893	ABTS Configurable Power Board (CPB) 4000018	Production equipment	Suzhou	2024-3-1	005/000	HKD	418,652.83	-26,514.68	392,138.15

Asset No.	Asset Description	Asset Class	Location	Depreciation Calculation Start Date	Life	Currency	Book Value	Cum.acq.value	End book val
1500894	ABTS POWER BACKPLANE, 1.6", 1 : 2 4000019	Production equipment	Suzhou	2024-3-1	005/000	HKD	103,197.34	-6,535.83	96,661.51
1500895	ABTS SIGNAL BACKPLANE, 1.6", 1 : 2 4000020	Production equipment	Suzhou	2024-3-1	005/000	HKD	103,197.34	-6,535.83	96,661.51
1500896	Thermal Stream TP04310A 2sets 4000023	Production equipment	Suzhou	2024-4-1	005/000	HKD	252,149.54	-11,977.10	240,172.44
1500897	ABTS L FT O/U CPB-FULL 4000021	Production equipment	Suzhou	2024-5-1	005/000	HKD	52,590.72	-1,665.37	50,925.35
1500898	RN93XX CFG fixture 4000012	Production equipment	Suzhou	2024-6-1	005/000	HKD	17,184.90	-272.09	16,912.81
Total							63,726,278.80	-53,206,445.87	10,519,832.93

SCHEDULE 2.1(d)

LIST OF CONTRACTS RELATED TO THE BUSINESS

Estimated Open purchase orders for Automotive Network Access Devices as of the Closing Date[1]

Customer Name	Production Prod. Family	Quantity Ordered	Unit Price	TOTAL	Requested Delivery Date Rw
LG Electronics Inc. - SO	AR7594W 4/4& GF 2020PCN	9,000	40.020000000	360,180.00	2024/8/19
LG Electronics Inc. - SO	AR7594W 4/4& GF 2020PCN	1,250	40.020000000	50,025.00	2024/7/31
LG Electronics Inc. - SO	AR7594W 4/4& GF 2020PCN	1,500	40.020000000	60,030.00	2024/7/31
LG Electronics Nanjing - SO	AR7596RD18	5,000	43.290000000	216,450.00	2024/12/31
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2025/1/3
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2025/1/3
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2025/1/3
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/12/6
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2025/1/3
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/11/4
LG Electronics Inc. - SO	RL9422	7,000	35.550000000	248,850.00	2024/9/9
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2024/11/4
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/12/6
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	7,000	39.480000000	276,360.00	2024/7/31
LG Electronics Nanjing - SO	AR7596RD18PCN2020	6,000	44.110000000	264,660.00	2024/11/4
LG Electronics Nanjing - SO	AR7596RD18PCN2020	5,000	44.110000000	220,550.00	2024/9/3
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	3,000	39.480000000	118,440.00	2024/9/9
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	5,000	39.480000000	197,400.00	2024/8/12
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	8,000	39.480000000	315,840.00	2024/8/30
LG Electronics Nanjing - SO	AR7596RD18PCN2020	5,000	44.110000000	220,550.00	2024/11/5

[1] **Note**: The list of open purchase orders is as of 26 June 2024 and estimated only. Customers are transferring open purchase orders from RW HK to RW SG. The updated list as of Closing date will be provided to Buyer on or prior to the Closing date.

LG Electronics Nanjing - SO	AR7596RD18PCN2020	5,000	44.110000000	220,550.00	2024/10/11
LG Electronics Nanjing - SO	AR7596RD18PCN2020	5,000	44.110000000	220,550.00	2024/11/26
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2024/8/30
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/12/6
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	7,000	32.820000000	229,740.00	2024/7/31
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	3,000	32.820000000	98,460.00	2024/10/7
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/8/30
LG Electronics Nanjing - SO	AR7596RD18PCN2020	3,000	44.110000000	132,330.00	2024/12/9
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/8/6
LG Electronics Inc. - SO	RL9428	4,000	35.320000000	141,280.00	2024/7/31
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/8/16
LG Electronics Inc. - SO	RL9422	5,000	35.550000000	177,750.00	2025/1/3
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/12/6
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/7/31
LG Electronics Inc. - SO	RL9428	3,000	35.320000000	105,960.00	2024/7/31
LG Electronics Nanjing - SO	AR7596RD18PCN2020	7,000	44.110000000	308,770.00	2024/10/25
LG Electronics Nanjing - SO	AR7596RD18PCN2020	3,000	44.110000000	132,330.00	2024/10/25
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/9/23
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/9/30
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/9/10
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/9/12
LG Electronics Inc. - SO	RL9428	2,000	35.320000000	70,640.00	2024/7/31
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/7/31
LG Electronics Inc. - SO	RL9428	2,000	35.320000000	70,640.00	2024/8/27
LG Electronics Inc. - SO	RL9422	4,000	35.550000000	142,200.00	2024/8/9
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2024/11/4
LG Electronics Nanjing - SO	AR7596RD18PCN2020	10,000	44.110000000	441,100.00	2024/11/25
LG Electronics Nanjing - SO	AR7596RD18PCN2020	3,000	44.110000000	132,330.00	2024/10/31
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/9/27
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/4
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/7

LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/8
TATA ELXSI	RN941B	10	0.000000000	0.00	2024/9/2
TATA ELXSI	RN941B	10	0.000000000	0.00	2024/9/2
LG Electronics Inc. - SO	RL9428	4,000	35.320000000	141,280.00	2024/9/20
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/7/31
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	8,000	39.480000000	315,840.00	2024/7/31
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/7/31
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/14
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/22
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/29
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	2,000	39.480000000	78,960.00	2024/9/13
LG Electronics Nanjing - SO	AR7596RD18PCN2020	2,000	44.110000000	88,220.00	2024/10/31
LG Electronics Nanjing - SO	AR7596RD18PCN2020	5,000	44.110000000	220,550.00	2024/12/25
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/29
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/11/20
LG Electronics Inc. - SO	RL9428	3,000	35.320000000	105,960.00	2024/9/6
LG Electronics Inc. - SO	RL9428	2,000	35.320000000	70,640.00	2024/9/13
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/9/13
LG Electronics Inc. - SO	RL9422	4,000	35.550000000	142,200.00	2024/9/13
LG Electronics Inc. - SO	RL9422	11,000	35.550000000	391,050.00	2024/9/13
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/9/13
LG Electronics Inc. - SO	RL9422	5,000	35.550000000	177,750.00	2024/7/31
LG Electronics Inc. - SO	RL9422	10,000	35.550000000	355,500.00	2024/9/13
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/9/13
LG Electronics Inc. - SO	RL9422	11,000	35.550000000	391,050.00	2024/10/7
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/9/13
LG Electronics Inc. - SO	RL9422	12,000	35.550000000	426,600.00	2024/9/13
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/10/7
LG Electronics Inc. - SO	RL9422	5,000	35.550000000	177,750.00	2024/10/4
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/9/13
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/9/13
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/11/8
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/9/13
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2024/10/28
LG Electronics Inc. - SO	RL9422	6,000	35.550000000	213,300.00	2024/11/1

LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/9/13
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/10/15
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	10,000	42.200000000	422,000.00	2024/11/18
LG Electronics Nanjing - SO	AR7596W 4/4& GF 2020PCN	5,000	42.200000000	211,000.00	2024/11/18
LG Electronics Inc. - SO	RL9424	15,000	32.890000000	493,350.00	2024/10/4
LG Electronics Inc. - SO	RL9424	1,000	32.890000000	32,890.00	2024/10/18
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/11/4
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/9/30
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/11/15
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/10/14
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/9/30
LG Electronics Inc. - SO	RL9428	2,000	35.320000000	70,640.00	2024/9/30
LG Electronics Inc. - SO	RL9428	6,000	35.320000000	211,920.00	2024/9/30
LG Electronics Inc. - SO	RL9428	6,000	35.320000000	211,920.00	2024/9/30
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	3,000	39.480000000	118,440.00	2024/9/30
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/9/30
LG Electronics Inc. - SO	RL9428	5,000	35.320000000	176,600.00	2024/10/4
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	5,000	32.820000000	164,100.00	2024/9/30
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	3,000	32.820000000	98,460.00	2024/9/30
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	2,000	32.820000000	65,640.00	2024/11/4
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/9/30
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	4,000	39.480000000	157,920.00	2024/10/7
LG Electronics Inc. - SO	RL9424	10,000	32.890000000	328,900.00	2024/10/8
LG Electronics Inc. - SO	RL9424	4,000	32.890000000	131,560.00	2024/10/8
LG Electronics Inc. - SO	RL9424	6,000	32.890000000	197,340.00	2024/10/8
LG Electronics Inc. - SO	RL9424	10,000	32.890000000	328,900.00	2024/10/14
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/10/4
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	5,000	32.820000000	164,100.00	2024/9/17
LG Electronics Inc. - SO	RL9422	14,000	35.550000000	497,700.00	2024/11/8
LG Electronics Inc. - SO	RL9422	3,000	35.550000000	106,650.00	2024/11/15
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/10/11
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	2,000	39.480000000	78,960.00	2024/10/15
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	3,000	39.480000000	118,440.00	2024/12/9

LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	1,000	39.480000000	39,480.00	2024/12/9
LG Electronics Inc. - SO	RL9424	48,000	32.890000000	1,578,720.00	2024/10/25
LG Electronics Inc. - SO	RL9424	8,000	32.890000000	263,120.00	2024/10/25
LG Electronics Inc. - SO	RL9428	7,000	35.320000000	247,240.00	2024/10/18
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/10/18
LG Electronics Inc. - SO	RL9428	4,000	35.320000000	141,280.00	2024/10/18
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/10/18
LG Electronics Inc. - SO	RL9424	1,000	32.890000000	32,890.00	2024/10/25
LG Electronics Inc. - SO	RL9424	6,000	32.890000000	197,340.00	2024/10/25
LG Electronics Inc. - SO	RL9424	2,000	32.890000000	65,780.00	2024/10/25
LG Electronics Inc. - SO	RL9424	1,000	32.890000000	32,890.00	2024/10/25
LG Electronics Inc. - SO	RL9422	2,000	35.550000000	71,100.00	2024/12/6
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	2,000	32.820000000	65,640.00	2024/9/17
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	6,000	32.820000000	196,920.00	2024/9/17
LG Electronics Inc. - SO	RL9424	38,000	32.890000000	1,249,820.00	2024/10/31
LG Electronics Inc. - SO	RL9428	2,000	35.320000000	70,640.00	2024/10/25
LG Electronics Inc. - SO	RL9428	1,000	35.320000000	35,320.00	2024/11/1
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/10/25
LG Electronics Inc. - SO	RL9422	4,000	35.550000000	142,200.00	2024/12/6
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	2,000	39.480000000	78,960.00	2024/12/31
LG Electronics Inc. - SO	AR7592W 4/4& GF 2020PCN	2,000	39.480000000	78,960.00	2024/12/31
LG Electronics Inc. - SO	RL9422	14,000	35.550000000	497,700.00	2024/12/6
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2025/1/10
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/10/25
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/11/8
LG Electronics Nanjing - SO	AR7596RD18PCN2020	1,000	44.110000000	44,110.00	2024/10/29
LG Electronics Nanjing - SO	AR7596RD18PCN2020	4,000	44.110000000	176,440.00	2024/12/2
LG Electronics Nanjing - SO	AR7596RD18PCN2020	5,000	44.110000000	220,550.00	2024/11/5
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	4,000	32.820000000	131,280.00	2024/10/23
LG Electronics Nanjing - SO	AR75864/4C-AD (NO 2020PCN	1,000	32.820000000	32,820.00	2024/10/23
LG Electronics Inc. - SO	RL9428	2,000	35.320000000	70,640.00	2024/10/25
LG Electronics Inc. - SO	RL9428	3,000	35.320000000	105,960.00	2024/10/31
LG Electronics Inc. - SO	RL9422	1,000	35.550000000	35,550.00	2024/12/2

Other Contracts Related to the Business, but excluding Shared Contracts:

Flex Agreements List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Consent Letter[1]Signed	Remark
2	MSA	AMENDED AND RESTATED MANUFACTURING SERVICES AGREEMENT	Rolling Wireless (H.K.) Ltd.	Flextronics Telecom Systems Ltd.,	2020/11/1	2024/4/2	With the Consent Letter and authorization from both RW HK and Fibocom, MSA will be transited to Rolling Wireless S.à r.l.

Qualcomm Agreements List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Remark
3.01	Software	Master Evaluation Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.02	Software	Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.03	Test Tools	All SW & HW Tools Agmt-DDM Eligible	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.04	TADA	Technical Assistance and Development Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.05	Licensing	QCM6125Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned

3.06	Licensing	AMSS9615Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.07	Licensing	AMSS SA515M Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.08	Licensing	AMSS9645Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.09	Licensing	AMSS9607Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.10	Licensing	AMSS6600Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.11	Licensing	AMSS6240/6270Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.12	Licensing	SA2150P Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.13	Licensing	AMSS SA515M (for Use with SA2150P) SW Addend to MSA	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned

Component Suppliers GSA List

Agreement Name	Buyer	Seller	Dated	Consent Letter Signed Date	Remark
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Shanghai Awinic Technology Co., Ltd	16-Nov-22	17-Apr-24	

Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Fidelix Co., Ltd.	18-Jan-24	2-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Shenzhen Heying Electronics Co., Ltd	1-Feb-23	15-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Guangdong Jinlitong Electronic Technology Co., Ltd.	11-Dec-21	7-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Maxscend Microelectronics Company Limited	1-Jul-21	15-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Richwave Technology Corp.	23-Sep-22	12-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	South Base International Technology Limited	30-May-22	8-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Shenzhen UHOT Electronics Co., Ltd	13-Jun-22	29-Mar-24	
Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Shanghai Yaojia Information Technology Co., Ltd	21-Apr-23	1-Apr-24	JSC Distributor
Global Supply Agreement	Rolling Wireless (H.K.) Limited	Compeq Manufacturing Co.,LTD	31-Mar-23	11-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Limited	MEIKO TECHNOLOGY	202201	17-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Limited	AKM MEADVILLE	5-Oct-20	15-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Limited	TXC(Microwell Distributor)	11-Mar-21	8-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Limited	SUNLORD	25-Mar-22	16-Apr-24	

Global Supply Agreement	Rolling Wireless (H.K.) Limited	CYNTEC(Cyrus Distributor)	23-Oct-20	3-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Limited	GUANGDELI PACKING PRODUCTS	9-Jun-22	2-Apr-24	
Global Supply Agreement	Rolling Wireless (H.K.) Limited	YISHIDA PAPER PRODUCTS	24-Jun-21	2-Apr-24	

Indirect Suppliers Contracts List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Remark
1	Service	R&D Validation Service Outsourcing Agreement	RWRolling Wireless (H.K.) Ltd.	TMA SOLUTIONS CO., LTD	2024/1/1	CONSENT LETTER accepted and signed.
2	License	Microsoft Azure Cloud Service Agreement	RWRolling Wireless (H.K.) Ltd.	雲馥數位股份有限公司 (Cloudrich)	2024/4/30	Consent letter signed on Apr. 15, 2024
3	License	R&D Related Software Agreement	Fibocom	Chinasoft (Shenzhen) Software Co.,Ltd	2020/10/21	Consent letter signed on Apr. 15, 2024

Others:

- CY25WWAN CatM Business Award - Rolling Wireless
- Rolling Wireless 2025WWAN RFQ Business Selection Plan Notification
- 2025cost effective 5G business award-Rolling Wireless
- CY2025VAIO project
- License agreement dated 18 November 2020 between Rolling Wireless (H.K.) Limited and Sierra Wireless, Inc., Sierra Wireless America, Inc. and Sierra Wireless S.A

SCHEDULE 2.3(d)

MAXIMUM TAX CAP IN RELATION TO RW HK UNPAID TAXES

Applicable Tax Categories of RW HK Unpaid Taxes	**As at 20231231 Total**	**FY2020-2021**	**FY2022**	**FY2023**
	HKD	HKD	HKD	HKD
Withholding Tax – Qualcomm Royalty income	(1,861.75)	(1,124.31)	(737.44)	-
Withholding Tax – RW Lux Royalty income	(6,046,859.07)	(2,411,177.03)	(1,835,081.96)	(1,800,600.08)
Accrual CIT based on audit report estimation for the financial year ended December 31, 2022	(42,839,832.00)	-	(42,839,832.00)	-
Accrual CIT for the financial year ended December 31, 2023	(68,476,063.12)	-	-	(68,476,063.12)
Taxes payable total	(117,364,615.94)	(2,412,301.34)	(44,675,651.40)	(70,276,663.20)

The maximum Tap Cap in relation to the RW HK Unpaid Taxes shall be 105% of each of the amount set forth above.

SCHEDULE 2.6(b)(iii)

GOVERNING DOCUMENTS, CORPORATE FILES AND STATUTORY BOOKS OF EACH RW GROUP MEMBER

Company name	**Corporate documents/seal**
Rolling Wireless S.à r.l.	Rolling Wireless_RCS excerpt
	Business license
	Share register
	Deed of Incorporation
Rolling Wireless Germany GmbH	CR excerpt
	Shareholder list
	Articles of Association
Rolling Wireless France	Extrait Kbis
	Liste des souscripteurs
	Statuts constitutifs
Rolling Wireless Technology (H.K.) Limited	Certificate of Incorporation
	Business Registration Certificate
	Company seal
	Register of Members
	Register of Directors
	Articles of Association
Rolling Wireless K.R. Limited	Certificate of business registration
	Company registry
	Shareholder list
	Article of Incorporation
Rolling Wireless J.P. Limited	Registration Certificate
	Articles of Incorporation
锐凌无线通讯科技（深圳）有限公 Rolling Wireless Communication Technology (Shenzhen) Ltd	Business license
	Company seal
	Articles of Association
Rolling Wireless Hungary	Company Extract
	Deed of foundation
Rolling Wireless Pte.Ltd.	Certificate of Incorporation
	Constitution

SCHEDULE 2.6(b)(viii)

BUSINESS BOOK AND RECORDS
OF EACH RW GROUP MEMBER

Note:

Host Location	Type	Name
On cloud	Software	EKUAIBAO
On cloud	Software	SAP
On cloud	Software	O365
On cloud	Software	BambooHR
On cloud	Software	Salesforce
Shenzhen	Software	Omega/MFT
By Flex Suzhou	Software	Production Systems
Shenzhen	Software	Jira/Confluence
On cloud	Software	Git/Gerrit
Shenzhen	Software	File SERVER
Shenzhen	Software	ALM

SCHEDULE 2.7(a)

FORM OF CLOSING STATEMENT[2]

A. Summary of the Calculation of the Closing Purchase Price

a. Closing Cash Consideration

	Item	Amount
	Closing Purchase Price	$100,000,000
minus	RW Holdco Remained Cash	[ ]
minus	Deposit	$1,000,000
minus	Cash to be kept by the Seller after Closing	[ ]
minus	Leakage Amount	[ ]
minus	Other Adjustment	[ ]
	Closing Cash Consideration	[ ]

b. Leakage Amount

No.	Leakage Item	Details (including explanation, nature, accounting entries, etc.)	Amount
1.	[ ]	[ ]	[ ]
2.	[ ]	[ ]	[ ]
3.	[ ]	[ ]	[ ]
4.	[ ]	[ ]	[ ]
5.	[ ]	[ ]	[ ]
6.	[ ]	[ ]	[ ]
	Total		**[ ]**

All the supporting documents such as the contracts or bank records or other relevant documentation for each Leakage item above are appended to this Closing Statement as Exhibit A.

c. Other Adjustments

[2] All capitalized terms used in this schedule are defined in the Asset Purchase Agreement.

No.	Adjustment Item	Details (including explanation, nature, accounting entries, etc.)	Amount
1.	[ ]	[ ]	[ ]
2.	[ ]	[ ]	[ ]
3.	[ ]	[ ]	[ ]
4.	[ ]	[ ]	[ ]
5.	[ ]	[ ]	[ ]
6.	[ ]	[ ]	[ ]
	Total		[ ]

All the supporting documents such as the contracts or bank records or other relevant documentation for each adjustment item above are appended to this Closing Statement as Exhibit B.

B. Sellers Transaction Costs

No.	Item	Details (including explanation, nature, accounting entries, whether paid or incurred or to be incurred, or otherwise committed or expected to be paid or incurred, etc.)	Amount
1.	Attorneys' Fees	[ ]	[ ]
2.	Auditors' Fees	[ ]	[ ]
3.	Financing Fees	[ ]	[ ]
4.	CMB Consent Costs	[ ]	[ ]
5.	Taxes	[ ]	[ ]
6.	Employee Transactions Costs	[ ]	[ ]
7.	Employee Retention Bonus	[ ]	[ ]
8.	Filing Fees, Government Charges	[ ]	[ ]
9.	Other Fees	[ ]	[ ]
	Seller's Transaction Costs		[ ]

All the supporting documents of such Sellers Transaction Costs, including but not limited to contracts, payment records, bank statements, are appended as Exhibit C.

C. CMB Repayment Amount

No.	Repayment Date	Nature (repayment principal or effective interests)	Amount
1.	[ ]	[ ]	[ ]
2.	[ ]	[ ]	[ ]
3.	[ ]	[ ]	[ ]
4.	[ ]	[ ]	[ ]
	Total CMB Repayment Amount		[ ]

All the supporting documents of such CMB Repayment Amount and schedule are appended as Exhibit D.

D. Closing Accounts Receivables

a. Accounts Receivable of the Seller

No.	Accounts Receivable	Details (including explanation, nature, accounting entries, etc.)	Amount
1.	[ ]	[ ]	[ ]
2.	[ ]	[ ]	[ ]
3.	[ ]	[ ]	[ ]
4.	[ ]	[ ]	[ ]
5.	[ ]	[ ]	[ ]
6.	[ ]	[ ]	[ ]
	Total		[ ]

b. Accounts Receivable of the RW Group

No.	Accounts Receivable	Details (including explanation, nature, accounting entries, etc.)	Amount
1.	[ ]	[ ]	[ ]
2.	[ ]	[ ]	[ ]
3.	[ ]	[ ]	[ ]
4.	[ ]	[ ]	[ ]
5.	[ ]	[ ]	[ ]
6.	[ ]	[ ]	[ ]

Total **[ ]**

All the supporting documents of each Accounts Receivable, including but not limited to contracts, payment records, bank statements, are appended as Exhibit E.

E. Tax

The estimated withholding Tax for the Seller between December 31, 2023and the Closing Date is [ ].

The estimated profit Tax for the Seller between December 31, 2023and the Closing Date is [ ].

All the supporting documents of such Tax estimation are appended as Exhibit F.

F. Latest Financial Statements

The standalone financial statements including the balance sheet the income statement, and cash flow statement for the period from January 1, 2024and ending on, and as of, the last day of the last calendar month for each of RW Holdco and the Seller (with respect to the Business only), prepared in a manner using the same principles for the preparation of the Financial Statements, are appended as Exhibit G.

The consolidated financial statements including the balance sheet, the income statement, and cash flow statement for the period from January 1, 2024and ending on, and as of, the last day of the last calendar month for RW Lux and RW Holdco, prepared in a manner using the same principles for the preparation of the Financial Statements, are appended as Exhibit H.

The consolidation worksheet of the consolidated financial statements for RW Lux and RW Holdco , detailing the financials by nature and each RW Group Member, each counterparty for each account, and the consolidation eliminations with respect to RW Lux, are appended as Exhibit I.

G. Supporting Documents for Financial Statements

The trial balances, journal entries and other supporting documents, including but not limited to bank records, capital injections agreement and corresponding board meeting minutes (if required) and bank statements relevant for the preparation of each of the financial statements, which may be provided in electronic form by way of delivering a fully accessible computer with such records for the Buyer to use, are appended as Exhibit J.

EXHIBIT A

SUPPORTING DOCUMENTS FOR LEAKAGE

[*To be appended*]

EXHIBIT B

SUPPORTING DOCUMENTS FOR ADJUSTMENT

[*To be appended*]

EXHIBIT C

SUPPORTING DOCUMENTS FOR SELLERS TRANSACTION COSTS

[*To be appended*]

EXHIBIT D

SUPPORTING DOCUMENTS FOR CMB REPAYMENT AMOUNT AND SCHEDULE

[*To be appended*]

EXHIBIT E

SUPPORTING DOCUMENTS FOR ACCOUNTS RECEIVABLE

[*To be appended*]

EXHIBIT F

SUPPORTING DOCUMENTS FOR TAX ESTIMATION

[*To be appended*]

EXHIBIT G

STANDALONE FINANCIAL STATEMENTS FOR RW HOLDCO AND THE SELLER

[*To be appended*]

EXHIBIT H

CONSOLIDATED FINANCIAL STATEMENTS FOR RW LUX AND RW HOLDCO

[*To be appended*]

EXHIBIT I

CONSOLIDATION WORKSHEET AND ELIMINATIONS

[*To be appended*]

EXHIBIT J

SUPPORTING DOCUMENTS FOR FINANCIAL STATEMENTS

[*To be appended*]

SCHEDULE 6.6(a)

LIST OF TRANSFERRED EMPLOYEES

No.	Names	Company	Location	Relationship with Fibocom	Transfer Plan	Title	1st Organization	Original Hire Date
1	Dan Schieler	FIBOCOM WIRELESS USA, INC	USA	Signed with Fibocom USA, 100% RW employee	Transfer to RW USA	CEO of Rolling Wireless	President's Office	8/3/2020
2	Gene Santana	FIBOCOM WIRELESS USA, INC	USA	Signed with Fibocom USA, 100% RW employee	Transfer to RW USA	Head of Department of overseas operators accessing	Product Management Center	11/30/2020
3	Hemant Deokar	FIBOCOM WIRELESS USA, INC	USA	Signed with Fibocom USA, 100% RW employee	Transfer to RW USA	Temporarily affiliated with Fibocom USA as RW has no entity in USA	Rolling Wireless	1/3/2022
4	Yevgeniy Vedernikov	FIBOCOM WIRELESS USA, INC	USA	Signed with Fibocom USA, 100% RW employee	Transfer to RW USA	Temporarily affiliated with Fibocom USA as RW has no entity in USA	Rolling Wireless	7/17/2023
5	Jim Ciccarelli	FIBOCOM WIRELESS USA, INC	USA	Signed with Fibocom USA, 100% RW employee	Transfer to RW USA	Temporarily affiliated with Fibocom USA as RW has no entity in USA	Rolling Wireless	7/1/2021
6	Bill Dodson	FIBOCOM WIRELESS USA, INC	USA	Signed with Fibocom USA, 100% RW employee	Transfer to RW USA	Temporarily affiliated with Fibocom USA as RW has no entity in USA	Rolling Wireless	8/17/2020

SCHEDULE 6.6(c)

FIBOCOM SECONDEES

Last Name	First Name	Location	Department	Job Title
Anand	Paul	France	Sales	Vice President, Sales Southern Europe
Chen	Shijiang	Hong Kong	Fibocom	Director
Dou	Yu	Japan	Fibocom Sales	FAE Manager
Goncalves Palma	David	France	System Engineering	Director, System Engineering
Hideo	Terai	Japan	Fibocom Sales	Country Director

SCHEDULE 6.6(d)

EMPLOYEE RETENTION BONUS SCHEDULE

					Payment scheme		
					30%	30%	40%
Full Name	**Location**	**Department**	**Job Title**	**Total Retention**	**31/12/2024**	**30/06/2025**	**2026/6/30**
Dan Schieler	USA	CEO	CEO	$200,000	$60,000	$60,000	$80,000
Andreas Kohn	Germany	COO	COO	$308,692	$92,608	$92,608	$123,477
Cyrille Demousseau	France	Sales	Senio VP	$209,783	$62,935	$62,935	$83,913
Rafet Lakdahar	France	Quality & IT	VP	$106,179	$31,854	$31,854	$42,472
Wei Xu	Shenzhen	RD	Senior VP	$178,637	$53,591	$53,591	$71,455
Thierry Uguen	France	CS&PLM	VP	$50,044	$15,013	$15,013	$20,017
Bill Dodson	USA	Ops	Senio VP	$42,865	$12,859	$12,859	$17,146
Olivier Helleux	France	Product Marketing	Senior Director	$46,547	$13,964	$13,964	$18,619
Suva Xu	Shenzhen	Finance	Director Finance	$53,900	$16,170	$16,170	$21,560
Christiane	France	HR	Senior Dirctor	$28,119	$8,436	$8,436	$11,248
Gene Santana	[USA]	Carriers Certification Dept.	Carrier Technical Relations VP	$58,914	$17,674	$17,674	$23,566
Bing Huang	Shenzhen	R&D - Software	Manager, Software	$20,043	$6,013	$6,013	$8,017
Cassie Sheng	Shenzhen	R&D - Program Management	Senior Software Project Manager	$25,041	$7,512	$7,512	$10,016
Chanson Zhang	Shenzhen	R&D - System Architecture	Director, System Architecture	$32,827	$9,848	$9,848	$13,131
Clark Huang	Shenzhen	R&D - V2X	Staff Engineer II, Software	$24,832	$7,450	$7,450	$9,933
Cory Chen	Shenzhen	R&D - Hardware	Director, Hardware	$34,403	$10,321	$10,321	$13,761
Ethan Guan	Shenzhen	R&D - Validation	Senior Manager, Product Validation	$24,357	$7,307	$7,307	$9,743
Evan Mao	Canada	R&D	Principle Software Architect	$34,671	$10,401	$10,401	$13,869

Fiona Li	Shenzhen	R&D - Program Management	Senior Project Manager	$26,169	$7,851	$7,851	$10,468
Francis Chen	Shenzhen	R&D - RF	Manager, RF	$20,929	$6,279	$6,279	$8,371
Harris Pang	Shenzhen	R&D - Program Management	Senior Director, Program Management	$36,725	$11,018	$11,018	$14,690
Jack Zeng	Shenzhen	R&D - Software Platform	Staff Engineer I, Software	$20,414	$6,124	$6,124	$8,166
James Wang	Shenzhen	R&D - Engineering Process	Manager, Engineering Process	$19,992	$5,998	$5,998	$7,997
Jet Yan	Shenzhen	R&D - Manufacturing Test	Sr. Manager, Manufacture Testing and R&D support	$34,249	$10,275	$10,275	$13,700
Lajos Rancz	Budapest	R&D - Software Platform	Director R&D Software Platform	$36,197	$10,859	$10,859	$14,479
Lufy Zeng	Shenzhen	R&D - Front Office	Manager, Front Office	$23,071	$6,921	$6,921	$9,228
Norbert Sarkozi	Budapest	R&D - Software Platform	Manager, Software	$20,870	$6,261	$6,261	$8,348
Rain Xie	Shenzhen	R&D - Software Development	Director, Software Development	$26,657	$7,997	$7,997	$10,663
Robert Jamnitzky	Budapest	R&D - Software Platform	System Architect	$11,388	$3,416	$3,416	$4,555
Scott Ma	Shenzhen	R&D - Reliability & Mechanical	Senior Manager, Reliability & ME	$27,453	$8,236	$8,236	$10,981
Shawn Zhu	Shenzhen	R&D - Manufacturing Test	Manager, Manufacture Testing	$19,891	$5,967	$5,967	$7,956
Tony Lv	Shenzhen	R&D - Protocol Firmware	Manager, Protocol Firmware	$23,482	$7,045	$7,045	$9,393
Vincent Liu	Shenzhen	R&D - BSP Firmware	Senior Manager, BSP Firmware	$26,246	$7,874	$7,874	$10,499
Wilson Lin	Shenzhen	R&D - Firmware Testing & Certification	Senior Manager, Certification and Firmware Testing	$24,462	$7,339	$7,339	$9,785
Zoltan Koma	Budapest	R&D - Software Platform	Product Owner	$20,182	$6,055	$6,055	$8,073
Panzer Jiang	Suzhou	Quality	FA manager	$16,558	$4,967	$4,967	$6,623
Crystal Kwong	Hong Kong	Quality	Reliability & Process staff Eng	$25,943	$7,783	$7,783	$10,377
Richard Min	Suzhou	Quality	Manufacturing Quality Manager	$22,821	$6,846	$6,846	$9,128
Simon Deng	Shenzhen	IT	IT admin specialist	$13,916	$4,175	$4,175	$5,566
Five Zhuo	Shenzhen	IT	IT Application specialist	$15,764	$4,729	$4,729	$6,306
Dylan Wang	Shenzhen	IT	IT Infra Specialist	$15,603	$4,681	$4,681	$6,241
Caiden Chio	Hong Kong	Operations - Supply Chain	Planning Mgr	$16,569	$4,971	$4,971	$6,627
David Xue	Suzhou	Operations - Mfg Engineering	Mfg Engineer	$17,288	$5,186	$5,186	$6,915
Sophie Guo	Shenzhen	Operations - Purchasing	NPI Projecg Sourcing	$16,501	$4,950	$4,950	$6,600

Jesson Xu	Suzhou	Operations - Supply Chain	Global Logistics Mgr	$18,804	$5,641	$5,641	$7,521
Fabrice Lucien	Issy Les Moulineaux	System Engineering	Sr Staff SW	$26,501	$7,950	$7,950	$10,600
Louis Tam	Hong Kong	System Engineering	Sr Staff SW	$30,611	$9,183	$9,183	$12,244
William Delage	Issy Les Moulineaux	System Engineering	Sr Software Program Manager	$26,020	$7,806	$7,806	$10,408
Richard Angibaud	Issy Les Moulineaux	System Engineering	Sr Customer Program Manager	$30,264	$9,079	$9,079	$12,105
Hadhami Rihai	Issy Les Moulineaux	System Engineering	Software Project manager	$25,159	$7,548	$7,548	$10,064
Inigo Leitura	Issy Les Moulineaux	System Engineering	Director System Engineering	$34,837	$10,451	$10,451	$13,935
Ding Huang	Shenzhen	System Engineering	Director System Engineering	$26,942	$8,083	$8,083	$10,777
Aurelie Joulain	France	Product Marketing	Technical Business Developer	$31,789	$9,537	$9,537	$12,716
Ahmed Soua	France	Product Marketing	Project Manager	$26,352	$7,906	$7,906	$10,541
Thomas Schmidt	Germany	Product Marketing	Senior Technical Business Developer	$36,924	$11,077	$11,077	$14,769
Carrie.Su	Shenzhen	Finance	Tax specialist	$15,959	$4,788	$4,788	$6,383

SCHEDULE 6.12(c)

LIST OF OVERSEAS MARKETS OF
OVERSEAS BRAND AUTOMOBILE MANUFACTURERS

EU OEM	US	Japan	India
VW Group*	Tesla	Toyota	Tata Motors
Stellantis*	Rivian*	Honda	Maruti-Suzuki
Renault*	GM	Nissan*	Mahindra
BMW	Ford	Mitsubishi	
Mercedes	Aptiv	Suzuki	
Jaguar Land Rover	Waymo*	Subaru	
Traton (trucks of VW Group)	Cruise	Hino*	
Daimler Trucks	Danlaw*	Isuzu	
Volvo Trucks		Mazda	
Volvo		Daihatsu	
		Komatsu	

** : Rolling Wireless actual customers by June 21st 2024*

SCHEDULE 6.18(a)

REPAYMENT AND INTERESTS SCHEDULE

Currency: USD

Payment date	Amount		
	Principal	Implied interest	Remarks
2024/3/21		262,712	Paid
2024/5/16	7,920,000	354,915	Paid
2024/6/21		251,264	Paid
2024/9/21		529,628	
2024/11/16	7,920,000		
2024/12/21		212,539	
2025/3/21		434,561	
2025/5/16	7,920,000		
2025/6/21		177,995	
2025/9/21		155,696	
2025/11/6	33,660,000	145,168	
Total	57,420,000	2,524,500	

DISCLOSURE SCHEDULE

Section 3.2 (b) Consents

Consents are required from the following counterparties in connection with the following Contracts:

Qualcomm contracts:

No.	Agreement Type	Agreement Name	Buyer	Seller	Dated
1	Patent	EMBEDDED MODULE AND CONNECTED VEHICLE UNIT CHINESE PATENT LICENSE AGREEMENT	Rolling Wireless S.à r.l.	Qualcomm Incorporated	7-Jun-24
2	Patent	EMBEDDED MODULE AND CONNECTED VEHICLE UNIT PATENT LICENSE AGREEMENT	Rolling Wireless S.à r.l.	Qualcomm Incorporated	7-Jun-24

Renault:

- Letter of intent nominating Rolling Wireless France as the supplier taking charge of the development work of the vehicle parts for the RENAULT Project(s) dated 12 February 2024 issued by Renault Group Procurement

Section 4.2(b)

Share capital table

Company name	Share capital	Shareholder
Rolling Wireless S.à r.l.	USD7,136,232	ROLLING WIRELESS (H.K.) LIMITED.
Rolling Wireless Germany GmbH	EUR327,398	Rolling Wireless S.à r.l.
Rolling Wireless France	EUR8,446,385	Rolling Wireless S.à r.l.
Rolling Wireless Technology (H.K.) Limited	HKD174,331,316	Rolling Wireless S.à r.l.
Rolling Wireless K.R. Limited	KRW91,000,000	Rolling Wireless S.à r.l.
Rolling Wireless J.P. Limited	JPY15,530,000	Rolling Wireless S.à r.l.
锐凌无线通讯科技（深圳）有限公 Rolling Wireless Communication Technology (Shenzhen) Ltd	CNY20,459,400	Rolling Wireless S.à r.l.
Rolling Wireless Hungary	HUF3,000,000	Rolling Wireless S.à r.l.
Rolling Wireless Pte. Ltd.	USD100	Rolling Wireless S.à r.l.

Section 4.2(e)

Description of Shenzhen Favalon

For the financial year ending December 31, 2023, Shenzhen Favalon's total revenue breakdown by product type and majorcustomers is as follows. Shenzhen Favalon generates no revenue from overseas markets outside of China, and the data below only include domestic sales.

Product Type	**End Customers**	**Income (RMB)**
NAD	Geely SAIC Motors	185,980,000

	Dongfeng Motor Corporation Wuling Motors BYD Auto	
SOC/Software/NRE	BYD Auto GAC Group Jiangling Motors Corp Rolling Wireless	999,090,000
Total sales		1,185,070,000

Section 4.3

Financial Statements

Financial statements

1. 2021 年度、2022 年度及 2023 年度的 RW HK 的未经审计的管理层单体财务报表

RW HK 单体资产负债表			
	2021 年 12 月 31 日	2022 年 12 月 31 日	2023 年 12 月 31 日
	HKD	HKD	HKD
流动资产			

货币资金	63,350,590	167,470,748	157,648,094
交易性金融资产	-	-	-
应收票据	-	-	-
应收账款	668,967,930	703,830,205	670,882,093
应收款项融资	-	-	-
预付账款	1,252,624	30,503	-
其他应收款	359,689,587	1,007,856,942	584,421,385
应收股利	-	-	-
应收利息	10,511,684	18,457,384	11,902,918
存货	319,802,571	247,713,253	132,540,213
合同资产	-	5,297,792	-
一年内到期的非流动资产	-	537,178	-
其他流动资产	-	77,612,121	250,693,840
流动资产合计	**1,423,574,987**	**2,228,806,126**	**1,808,088,544**
非流动资产			
长期股权投资	730,415,008	485,794,867	485,794,867
其他权益工具投资	-	-	-
固定资产	41,987,487	31,410,421	22,081,178
固定资产清理	-	-	-
在建工程	-	116,951	-
使用权资产	-	-	-
无形资产	37,430,685	31,238,294	25,045,903
商誉	307,851,973	-	-
长期待摊费用	1,261,132	830,586	895,400

递延所得税资产	-	16,081,406	31,042,143
其他非流动资产	-	-	-
非流动资产合计	**1,118,946,285**	**565,472,525**	**564,859,491**
资产总计	**2,542,521,272**	**2,794,278,652**	**2,372,948,035**
流动负债			
短期借款	(37,430,736)	-	-
应付账款	(304,929,926)	(384,199,428)	(257,039,508)
应付票据	-	-	-
应付职工薪酬	-	-	-
应交税费	(36,279,866)	(77,994,166)	(112,779,190)
其他应付款	(824,217,168)	(784,563,767)	(288,330,096)
应付利息	(1,054,735)	-	(7,007,711)
预收账款	-	(36,099,224)	-
合同负债	-	-	(7,496,054)
一年内到期的非流动负债	-	(126,875,162)	(123,936,660)
其他流动负债	-	-	-
流动负债合计	**(1,203,912,430)**	**(1,409,731,748)**	**(796,589,219)**
非流动负债			
长期借款	(690,354,720)	(447,689,200)	(324,974,803)
租赁负债	-	-	-
长期应付款	-	-	-
长期应付职工薪酬	-	-	-
预计负债	(18,398,296)	(114,676,705)	(185,366,994)
递延收益	(38,437)	(30,201,559)	-
递延所得税负债	-	(2,259,207)	(2,259,207)

非流动负债合计	**(708,791,454)**	**(594,826,672)**	**(512,601,004)**
负债合计	**(1,912,703,883)**	**(2,004,558,420)**	**(1,309,190,223)**
所有者权益			
实收资本（或股本）	(528,838,674)	(511,840,841)	(511,840,841)
资本公积	-	-	-
其他综合收益	-	-	-
专项储备	-	-	-
盈余公积	-	-	-
未分配利润	(100,978,715)	(277,879,391)	(551,916,971)
外币报表折算差额	-	-	-
归属于母公司所有者权益合计	**(629,817,389)**	**(789,720,232)**	**(1,063,757,812)**
少数股东权益	-	-	-
所有者权益合计	**(629,817,389)**	**(789,720,232)**	**(1,063,757,812)**
负债和所有者权益总计	**(2,542,521,272)**	**(2,794,278,652)**	**(2,372,948,035)**

RW HoldCo 单体未经审计财务报表.20231231

2. 2021 年度、2022 年度及 2023 年度的 RW HoldCo 单体未经审计的管理层财务报表

RW Hold Co 单体资产负债表			
人民币元	**2021 年 12 月 31 日**	**2022 年 12 月 31 日**	**2023 年 12 月 31 日**
流动资产			
货币资金	230,261	3,930,355	1,006,953
交易性金融资产	-	-	-
应收票据	-	-	-

应收账款	-	-	-
应收款项融资	-	-	-
预付账款	-	-	-
其他应收款	41,173,098	47,626,698	103,622,166
应收股利	-	-	-
应收利息	-	-	-
存货	-	-	-
合同资产	-	-	-
一年内到期的非流动资产	-	-	-
其他流动资产	-	1,947,228	1,799,750
流动资产合计	**41,403,359**	**53,504,281**	**106,428,870**
非流动资产			
长期股权投资	437,648,479	437,648,479	437,648,479
其他权益工具投资	-	-	-
固定资产	-	-	-
固定资产清理	-	-	-
在建工程	-	-	-
使用权资产	-	-	-
无形资产	-	-	-
商誉	-	-	-
长期待摊费用	-	-	-
递延所得税资产	-	-	-
其他非流动资产	-	-	-
非流动资产合计	**437,648,479**	**437,648,479**	**437,648,479**
资产总计	**479,051,838**	**491,152,760**	**544,077,349**
流动负债			
短期借款	(12,000,000)	-	-
应付账款	-	-	-
应付票据	-	-	-
应付职工薪酬	-	-	-
应交税费	-	-	51,634
其他应付款	-	(23,263,485)	(75,997,717)
应付利息	(465,921)	-	-
预收账款	-	-	-
合同负债	-	-	-
一年内到期的非流动负债	-	-	-
其他流动负债	-	-	-
流动负债合计	**(12,465,921)**	**(23,263,485)**	**(75,946,082)**
非流动负债			
长期借款	-	-	-
租赁负债	-	-	-
长期应付款	-	-	-
长期应付职工薪酬	-	-	-
预计负债	-	-	-
递延收益	-	-	-
递延所得税负债	-	-	-
非流动负债合计	**-**	**-**	**-**

负债合计	**(12,465,921)**	**(23,263,485)**	**(75,946,082)**
所有者权益			
实收资本（或股本）	(468,600,000)	(468,600,000)	(468,600,000)
资本公积	-	-	-
其他综合收益	-	-	-
专项储备	-	-	-
盈余公积	-	-	-
未分配利润	2,014,083	710,725	468,734
外币报表折算差额	-	-	-
归属于母公司所有者权益合计	**(466,585,917)**	**(467,889,275)**	**(468,131,266)**
少数股东权益	-	-	-
所有者权益合计	**(466,585,917)**	**(467,889,275)**	**(468,131,266)**
负债和所有者权益总计	**(479,051,838)**	**(491,152,760)**	**(544,077,349)**

3. 2021 年度、2022 年度及 2023 年度的 RW Holdco 的未经审计的管理层合并财务报表

资产负债表

	6.3693 6.3725 6.3757
Year: 2021 Month: 12 Day: 31	

科目	号	调整后合并 CNY
货币资金	1	69,891,759
应收帐款	5	509,449,642
减：应收账款坏账准备	6	-673,573
应收账款净额	7	508,776,069
预付帐款	9	3,315,442
其他应收款	10	103,917,306
减：其他应收款坏账准备	11	-640,091
其他应收款净额	12	103,277,214
存货	15	329,825,955
减：存货跌价准备	16	-12,397,360
存货净额	17	317,428,595
流动资产合计	**22**	**1,002,689,080**
固定资产原价	33	128,411,308
减：累计折旧	34	-32,636,624
固定资产净值	35	95,774,685
使用权资产	39	**15,643,437**
减：累计折旧	39	**-2,613,684**
使用权资产净值	39	**13,029,752**
无形资产	40	142,070,475
减：无形资产摊销	41	-19,568,968
无形资产净额	42	122,501,507
商誉	44	434,239,237
商誉净值	46	434,239,237
长期待摊费用	47	4,374,084
递延所得税资产	48	2,048,948
非流动资产合计	**50**	**671,968,213**
资产总计	**51**	**1,674,657,292**
流动负债：		-
短期借款	53	42,603,360
应付帐款	57	248,040,144
预收账款	58	1,283,199
应付职工薪酬	60	28,556,253
应交税费	61	26,376,905
其他应付款	62	181,389,685
应付利息	64	1,328,272
一年内到期的非流动负债	66	2,316,431
流动负债合计	**68**	**531,894,248**
长期借款	70	564,433,839

租赁负债	72	11,992,913
预计负债	74	15,467,206
递延收益	75	263,841.07
非流动负债合计	78	592,157,800
负债合计	79	1,124,052,048
实收资本（股本）	81	468,600,000
未分配利润	88	82,005,244
所有者权益合计	89	550,605,244
负债和股东权益总计	90	1,674,657,292
项目	号	
一、营业总收入	100	2,222,294,905
其中：主营业务收入	101	2,205,031,626
其他业务收入	102	17,263,279
二、营业成本	103	1,960,979,418
其中：主营业务成本	104	1,951,541,640
其他业务成本	105	9,437,778
税金及附加	106	319,527
销售费用	107	26,849,143
管理费用	108	32,301,413
研发费用	109	100,838,244
财务费用	110	17,162,743
其中：利息费用	111	20,954,283
利息收入	112	-17,311,297
加：其他收益	113	-5,813,601
信用减值损失(损失以“-”号填列)	117	-797,021
资产减值损失(损失以“-”号填列)	118	-11,131,841
二、 营业利润（损失以“-”填列）	120	77,729,155
加：营业外收入	121	76,914
减：营业外支出	122	71,145
四、利润总额（损失以“-”表示）	123	77,734,924
减：所得税费用	124	25,727,057
其中：所得税费用-当期所得税	125	24,809,216
所得税费用-递延所得税	126	917,842
五、净利润（损失以“-”表示）	127	52,007,866

资产负债表

Year: 2022 Month: 12 Day: 31 Currency: C

科目	号	调整后合并 CNY
流动资产：		
货币资金	1	175,697,619
应收帐款	5	731,434,484
减：应收账款坏账准备	6	-5,743,274
应收账款净额	7	725,691,210
预付帐款	9	36,049,630
其他应收款	10	5,544,724
减：其他应收款坏账准备	11	-36,462.16
其他应收款净额	12	5,508,262
存货	15	243,618,200
减：存货跌价准备	16	-23,079,992
存货净额	17	220,538,208
合同资产	18	4,732,368.15
一年内到期的非流动资产	20	805,815.19
流动资产合计	**22**	**1,169,023,112**
固定资产原价	33	148,400,632
减：累计折旧	34	-63,674,779
固定资产净值	35	84,725,853
在建工程	36	1,156,168.27
使用权资产	39	15,911,703.74
减：累计折旧	39	-5,769,109.05
使用权资产净值	39	10,142,594.69
无形资产	40	153,374,549
减：无形资产摊销	41	-42,396,084
无形资产净额	42	110,978,465
商誉	44	431,702,022
商誉净值	46	431,702,022
长期待摊费用	47	3,400,922
递延所得税资产	48	13,761,950
非流动资产合计	**50**	**655,869,975**
资产总计	**51**	**1,824,893,087**
流动负债：		
应付票据	56	131,117.45
应付帐款	57	299,741,351
预收账款	58	32,229,432
应付职工薪酬	60	38,146,389
应交税费	61	79,526,146
其他应付款	62	148,995,877

应付利息	64	3,197,133
一年内到期的非流动负债	66	2,809,027.62
流动负债合计	**68**	**604,776,473**
长期借款	70	505,619,074
租赁负债	72	9,382,021
预计负债	74	32,175,273.38
递延收益	75	55,757,573.53
非流动负债合计	**78**	**602,933,941**
负债合计	**79**	**1,207,710,415**
实收资本（股本）	81	468,600,000
其他综合收益	85	-987,904
未分配利润	88	164,519,570
外币报表折算差额	BN	-14,948,993.96
所有者权益合计	**89**	**617,182,672**
负债和股东权益总计	**90**	**1,824,893,087**
项目		
一、营业总收入	**100**	**2,023,725,914**
其中：主营业务收入	101	1,895,045,811
其他业务收入	102	128,680,103
二、营业成本	**103**	**1,679,138,622**
其中：主营业务成本	104	1,569,057,832
其他业务成本	105	110,080,789
税金及附加	106	857,549
销售费用	107	46,204,664
无形资产-客户关系摊销		6,096,397
管理费用	108	49,291,049
研发费用	109	97,167,903
无形资产-专利&商标摊销		13,794,926
财务费用	110	14,193,420
其中：利息费用	111	20,091,853
利息收入	112	272,332
加：其他收益	113	-10,076,400
投资收益（损失以“-”填列）	114	-774,000
信用减值损失(损失以“-”号填列)	117	-4,320,792
资产减值损失(损失以“-”号填列)	118	-9,116,390
资产处置收益(损失以“-”号填列)	119	175,870
二、 营业利润（损失以“-”填列）	**120**	**113,022,470**
四、利润总额（损失以“-”表示）	**123**	**113,022,470**
减：所得税费用	124	37,850,792
其中：所得税费用-当期所得税	125	50,156,126
所得税费用-递延所得税	126	-12,305,334
五、净利润（损失以“-”表示）	**127**	**75,171,677**

资产负债表

Year: 2023 Month: 12 Day: 31 Currency:

科目	调整后合并
	CNY
流动资产：	
库存现金	
银行存款	211,753,847
其他货币资金	-
货币资金	211,753,847
交易性金融资产	-
衍生金融资产	-
应收票据	-
应收帐款	428,182,695
其中：应收账款-第三方	428,182,695
应收账款-关联方-RW	-
应收账款-关联方-FB	-
减：应收账款坏账准备	-433,879
应收账款净额	427,748,816
应收款项融资	-
减： 应收款项融资减值准备	-
应收款项融资	-
预付帐款	1,740,317
其中：预付账款-第三方	1,740,317
预付账款-关联方-RW	-
预付账款-关联方-FB	-
应收利息	-
应收股利	-
其他应收款	172,543,055
其中：其他应收款-第三方	116,368,367
其他应收款-关联方-RW	-
其他应收款-关联方-FB	56,174,687
减：其他应收款坏账准备	-97,652
其他应收款净额	172,445,403
原材料	86,326,299
材料成本差异	-70,673,684
库存商品	147,203,342
合同履约成本	-
发出商品	9,338,380
委托加工物资	56,277,917
在途物资	-
存货	228,472,254
减：存货跌价准备	-8,897,786

存货净额	219,574,463
合同资产	-
持有待售资产	-
一年内到期的非流动资产	-
其他流动资产	286,945,399.46
流动资产合计	**1,320,208,250**
非流动资产：	-
债权投资	-
减：债权投资减值准备	
债权投资摊余成本	
其他债权投资	-
减：其他债权投资减值准备	
其他债权投资摊余成本	
长期应收款	-
减：长期应收款减值准备	
长期应收款净额	
未实现融资收益	
长期股权投资	-
减：长期股权投资减值准备	-
长期股权投资净额	-
其他权益工具投资	-
投资性房地产	-
减:投资性房地产累计折旧	
投资性房地产净值	
减：投资性房地产减值准备	
投资性房地产净额	
固定资产原价	160,258,657
减：累计折旧	-92,714,075
固定资产净值	67,544,583
减：固定资产减值准备	-782,512
固定资产净额	66,762,071
在建工程	633,689
减：在建工程减值准备	-
在建工程净额	633,689
使用权资产	20,827,222
减：累计折旧	-9,252,551
使用权资产净值	11,574,671
无形资产	165,523,608
减：无形资产摊销	-72,276,039
减：无形资产减值准备	
无形资产净额	93,247,569
开发支出	-
商誉	465,698,305
减：商誉减值准备	-
商誉净值	465,698,305
长期待摊费用	3,325,717
递延所得税资产	33,049,766

其他非流动资产	393,937.34
其他非流动金融资产	-
生产性生物资产	-
油气资产	-
非流动资产合计	**675,185,724**
资产总计	**1,995,393,975**
流动负债：	
短期借款	-
交易性金融负债	-
衍生金融负债	-
应付票据	-
应付帐款	216,247,628
其中：应付账款-第三方	216,279,637
应付账款-关联方-RW	-
应付账款-关联方-FB	-32,009
预收账款	-0
其中：预收账款-第三方	-0
预收账款-关联方-RW	-
预收账款-关联方-FB	
合同负债	23,942,993
应付职工薪酬	33,285,559
应交税费	100,604,671
应付利息	-
应付股利	-
其他应付款	120,219,696
其中：其他应付款-第三方	30,584,827
其他应付款-关联方-RW	-
其他应付款-关联方-FB	89,634,869
持有待售负债	-
一年内到期的非流动负债	116,943,067
其他流动负债	6,292
流动负债合计	**611,249,906**
非流动负债：	-
长期借款	294,499,948
应付债券	-
其中：优先股	-
永续债	-
租赁负债	9,526,390
长期应付款	-
长期应付职工薪酬	7,823,429
预计负债	171,006,271
递延收益	-
递延所得税负债	27,022,535
其他非流动负债	-
非流动负债合计	**509,878,574**
负债合计	**1,121,128,480**
所有者权益：	-

实收资本（股本）	468,600,000
其他权益工具	-
资本公积	-
减：库存股	-
其他综合收益	-1,045,970
专项储备	-
盈余公积	-
未分配利润	371,157,896
外币报表折算差额	35,553,567.78
所有者权益合计	874,265,495
负债和股东权益总计	1,995,393,975
项目	
一、营业总收入	2,077,715,439
其中：主营业务收入	2,025,936,296
其中：主营业务收入-第三方	2,025,936,296
主营业务收入-关联方-RW	-
主营业务收入-关联方-FB	-
其他业务收入	51,779,143
其他业务收入-第三方	40,387,492
其他业务收入-RW	-
其他业务收入-关联方-FB	11,391,651
二、营业成本	1,515,112,279
其中：主营业务成本	1,481,194,814
其中：主营业务成本-第三方	1,468,468,689
主营业务成本-关联方-RW	-
主营业务成本-关联方-FB	12,726,125
其他业务成本	33,917,465
其他业务成本--第三方	22,516,119
其他业务成本-关联方-RW	-
其他业务成本-关联方-FB	11,401,346
税金及附加	650,453
销售费用	73,320,736
无形资产-客户关系摊销	6,403,252
管理费用	55,631,414
研发费用	134,963,944
研发费用-FB	-
无形资产-专利&商标摊销	14,977,768
财务费用	22,641,304
其中：利息费用	14,321,480
利息收入	-4,173,132
加：其他收益	-4,041,630
投资收益（损失以“-”填列）	-
其中：对联营企业和合营企业的投资收益	-
公允价值变动收益(损失以“-”号填列)	-
信用减值损失(损失以“-”号填列)	5,320,851

资产减值损失(损失以“-”号填列)	-3,435,275
资产处置收益(损失以“-”号填列)	15,720
二、 营业利润(损失以“-”填列)	260,157,185
加：营业外收入	-
减：营业外支出	76,800
四、利润总额(损失以“-”表示)	260,080,385
减：所得税费用	51,709,282
其中：所得税费用-当期所得税	65,495,840
所得税费用-递延所得税	-13,786,558
五、净利润(损失以“-”表示)	208,371,103
加：年初未分配利润(GT版本)	162,786,795

Section 4.8

Absence of Changes

Nil.

Section 4.10

Litigation

1. Rolling Wireless Technology Co., Limited has sporadically received licensing offering letter from Royal KPN N.V.(“KPN”) over the past three years. As of the date hereof, KPN has joined Avanci patent pool and therefore its patents have been covered under Avanci license agreement through car OEM license payment.

2. Rolling Wireless Technology (H.K) Limited recently has received an indemnification letter for Stellantis Avanci fee reimbursement (without claimed amount) from Panasonic Automotive Systems Company of America (PASA). Rolling Wireless has properly replied the letter and engaged with PASA through email and call.

Section 4.11(a)

Nil.

Section 4.12(a)

Employee benefit plans

1. Hong Kong

Pay Date	The last working day of the month

Base salary pro-rata	Formula: Monthly salary / total no. of calendar day of the month x no. of employed day. Sat, Sun & public holiday included
Voucher (Taxable)	HKD 300 for Dragon Boat Festival HKD 550 for Mid-Autumn Festival HKD 900 for Spring festival
Special grant for early releases	Early releases at 4pm to the Hong Kong team for the below special dates of the years:(no payroll deduction) Actual release day may be vary in different year: Mid Autumn Festival Sep 21 Winter solstice: Dec 21 Christmas Eve: Dec 24 New year Eve: Dec 31
13th Mth Pay ('Annual Bonus' in Employment Contract)	Employee under 5% EE only : Must be actively employed on the pay day of the Annual Bonus. Pro-rata from date join for new joiner.
	Legacy arrangement for employee joined on or before Jan 2012: Eligible for pro-rata payment to last day (pro-rata for incomplete year)
	Formula: Monthly base salary / total no. of day of the year x no. of entitlement day
Definition of Wages (Chapter 3 - Labour Ordinance)	"Wages" means all remuneration, earnings, allowances, tips and service charges, however designated or calculated, payable to an employee in respect of work done or work to be done. Allowances including travelling allowances, attendance allowances, commission and overtime pay are within the definition of wages
	'Wages' will be applied for the calculation of : annual leave back pay, statutory holiday pay, sick leave allowance, maternity leave pay, paternity leave pay, payment in lieu of notice, severance pay, long service payment
	Items includes in 'Wages': Base salary, MBO, commission, COLA, Per Diem , annual leave back pay, statutory holiday pay.
	Items excludes in 'Wages' : 13th month (per labour department guideline), spot bonus, Dsicretionary bonus (5%), tax subsidy, phantom RSU, retention bonus, patent bonus, ISO auditor bonus, service award bonus, referral bonus, Sign-on bonus, relocation allowance, ex-gratia, …
	http://www.labour.gov.hk/eng/public/wcp/ConciseGuide/03.pdf
Termination Notice / Payment in lieu of Notice (Chapter	Sum equivalent to the average daily wages earned by an employee in the 12-month period preceding the following specified date (month prceding the last employment date). If an employee is employed for less than 12 months, the calculation shall be based on the pro-rated months/days.
	Average Monthly wages of the past 12 months x no. of month/day of notice in lieu (1-month, 2-month, 3-month)

9 - Labour Ordinance)	How to calculate payment in lieu of notice
	—
Termination of Employment w/o Notice or payment in liue of Notice (Chapter 9 - Labour Ordinance)	An employer may summarily dismiss an employee without notice or payment in lieu of notice if the employee, in relation to his employment:
	- Wilfully disobeys a lawful and reasonable order;
	- Misconducts himself;
	- Is guilty of fraud or dishonesty; or
	- Is habitually neglectful in his duties
	Reference link from Labour dept
	—
Severance Payment (laid off, position no longer exists...) (Chapter 11 - Labour Ordinance)	Condition: not less than 24 months under a continuous contract
	Condition: The employee is dismissed by reason of redundancy*
	Conditions: Employment contract of a fixed term expires without being renewed*
	Conditions: The employee is laid off
	* If not less than 7 days before the date of dismissal/ expiry of the fixed term contract in case of severance payment, and not less than 7 days before the expiry of the fixed term contract in case of long service payment, the employer has offered in writing to renew the contract of employment or re-engage him under a new contract but the employee has unreasonably refused the offer, the employee is not eligible for the entitlements.
	Calculation #1 : (last month wages x 2/3) x recknoable years of service. Last month wages should not exceed 2/3 of 22,500 (i.e. 15,000)
	Calculation #2 : An employee may also elect to use his average wages in the last 12 months for the calculation. It should not exceed 2/3 of 22, 500 (i.e. 15,000)
	(Favourable calculation applied)
Long Service Pay (apply to PIP) (Chapter 11 - Labour	Condition: not less than 5 years under a continuous contract
	Condition: The employee is dismissed but: 1) he is not summarily dismissed due to his serious midconduct; or 2) his dismiassal is not by reason of redundancy
	Condition: Employment contract of a fixed term expires without being renewed*
	Condition:The employee dies
	Condition:The employee resigns on ground of ill health
	Condition:The employee, aged 65 or above, resigns on ground of old age

Ordinance)	* If not less than 7 days before the date of dismissal/ expiry of the fixed term contract in case of severance payment, and not less than 7 days before the expiry of the fixed term contract in case of long service payment, the employer has offered in writing to renew the contract of employment or re-engage him under a new contract but the employee has unreasonably refused the offer, the employee is not eligible for the entitlements.
	Calulation #1: (last month wages x 2/3) x recknoable years of service. (last month wages x 2/3) should not exceed 2/3 of 22,500 (i.e. 15,000)
	Calculation #2 : An employee may also elect to use his average wages in the last 12 months for the calculation. It should not exceed 2/3 of 22,500 (i.e. 15,000)
	(Favourable calculation applied)
Discretionary Employee Bonus (5%)	Employees other than having MBO or commision (exclude Intern, independent contractor)
	Terminated employees eligible for EE bonus if actively employed for the full six months of H1/H2
	Annual salary x 5% / 2 half-years x corporate performance factor
	—
MBO	Annual Target / 2 half-years x (individual achivement + corporate factor) x 0.5 EE up to Senior Director: 50% based on Corporate Factor + 50% based on Individual Factor VP/SVP: 75% based on Corporate Factor + 25% based on Individual Factor
	Employee is eligible after 3 months of service within the company
	—
Annual Leave (Chapter 4 - Labour Ordinance)	Company Policy : 15 days for employees below manager benefit grade
	Company Policy : 20 days for employees on or above manager benefit grade
	Leave entitlement for Interns and temp contractor - based on employment ordinance (no of AL entitlement rounded up to 1 day)
Unused Annual Leave Pay	RW Practice : General staff: Monthly salary x 12 / 260 working days in a year x no. of unused AL days
	Staff w MBO/commission: past 12 months average 'wages' x 12 / 260 working days in a year x no. of unused AL days
Annual Leave Overtaken	RW Practics: General staff: Monthly salary / 260 working days in a year x no. of overtaken AL days
	Staff w MBO/commission: past 12 months average 'wages' x 12 / 260 working days in a year x no. of overtaken AL days

Annual Leave Back Pay / Statutory Holiday Pay (per law)	Applied for those employee who entitle MBO / commission Not applied for expat
	Sum equivalent to the average daily wages earned by an employee in the 12-month period preceding the following specified dates. If an employee is employed for less than 12 months, the calculation shall be based on the shorter period.
	Eligibility: after probation for statutory holiday pay.
	Eligibility: from the 13th month of date join for annual leave back pay
	Calculation: (Average daily salary of the past 12 months - average daily wages of the entitled month) x no. of statutory holiday or annual leave > Average daily wages = sum of Wages in past 12 months / 366 or 365 days
Sick Leave Entitlement	Law : Paid sickness days are accumulated at the rate of two paid sickness days for each completed month of the employee's employment during the first 12 months, and four paid sickness days for each completed month of employment thereafter. Paid sickness days can be accumulated throughout the whole employment period, but shall not exceed 120 days at any one time.
	Intern : Entitlement and sick leave pay - follow law
	RW Rules : The first 24 days sick leave taken in each full calendar year (pro-rata for part of a year) will be fully paid. the remainder days of sick leave in the same calendar year will be paid at 4/5 of the normal wages
	RW Rules: Sat / Sun / PH should be included as sick leave days when the medical certificate mentioned
	Prolonged Sick Leave guideline:
	https://www.labour.gov.hk/eng/faq/cap57g_whole.htm#Q2
Marriage Leave	RW Rules: 3 days to Permanent employees (who have completed probation)
	Taken within 6 months from the marriage date printed on the marriage certificate
	Within Probation: not entitled
Maternity Leave per law	A continuous period of 14 weeks' maternity leave
	RW Rules : has worked for 3 years or above is entitled to full pay maternity leave. Otherwise follows law.
	Law : has worked under a continuous contract for not less than 40 weeks immediately before the commencement of maternity leave will be entitled to a paid maternity leave at the rate of four-fifths of the employee's normal wages
	Law: has served less than 40 weeks can apply for maternity leave without pay
Paternity Leave (Chapter 7 - HK	5 days by law (Payment : 4/5 Wages), may take all 5 days of paternity leave in one go or on separate days.
	Law: has been employed under a continuous contract for not less than 40 weeks immediately before the day of paternity leave

Labour Ordinance)	Law: must take leave at any time during the period form 4 weeks before the expected date of delivery of the child to 14 weeks beginning on the actual date of delivery of the child
	Law: paternity leave pay is a sum equivalent to four-fifths of the average daily wages earned by an employee in the 12-month period preceding the day of paternity leave
Compassionate Leave	RW Rules: 3 days to Permanent employees (who have completed probation)
	Death of following family members: spouse, parents, parents in law, children, grandparents, brothers & sisters. Special approval is required for otherwise
Examination Leave and Study Leave	RW Rules : Total of 5 days per calendar year to Permanent employees (who have completed probation)
	Exam Leave: must be in respect of a qualification relevant to an employee's job subject. It must be the actual examination days for first attempt. Approval must be obtained from the Department Director
	Study Leave for Advance Education: The eligibility and application should follow the Advance Education Global Policy
Jury Leave per law	Paid leave will be given to jury duty as required by the court. No deduction from the entitled annual leave balance
Mandatory Provident Fund	HSBC Supertrust Plus Plan
	Eligibility: All active employee is enroled to the scheme while employment commences for 60 days
	Mandatory contribution (from both employee & employer) -> 5% of total monthly income -> Contribution is cap at $1,500 for both side
	Voluntary contribution (from employer only) -> additional benefits on top of statutory requiremnts -> Contribution rate depends on job levels: 5% for General Staff / 7% for Managerial grade staff / 10% for Director grade staff
	Vesting Scale : HK MPF
Housing Benefit Scheme	Eligibility : All employees with renting apartment up to a max of 40% of monthly base salary. Declaration/change in 1st month of the quarter —
Life Insurance	Only employees eligible, not covered spouse or son or daughter 24 months salary - General Staff 36 months salary - Director grade & above
	—

Medical Insurance for Employee & family	Including spouse and children aged 12 days to age of 19, or is under the age of 26 and is in full-time education at a recognised educational institution
	—
	—
Statutory Employee Compensation Insurance	POLICY LIMIT OF LIABILITY : HKD100,000,000 ANY ONE ACCIDENT OR DISEASE
Medical Check up	For employee only (exclude intern & contractor) Plan A: HKD 3080/Person Plan B: HKD 4080/Person **Remarks:** 1) An employee who has been working for over three years is entitled to a medical check-up every two years. 2) Effective from every 1st January 3) New scheme of Rolling Wireless: > 3 Years of Services - Plan A > 7 Years of Services - Plan B 4) Website: https://www.kinetics-eshop.hk/index.php?route=common/home

2. Japan:

Pay Date	The last working day of the month
Payment in lieu of Notice	No Requirement by Labour Standards Law Formula: Monthly salary / total no. of calendar day of the month x no. of day of notice period
Annual Leave according to Law (Art 39 - Labour Standards Act)	10 working days for the workers employed continoulsly for six months and worked at least 80 percent of the total working days. Employed continoulsy for at least 1.5 years, grant ONE day in addition, up to max 20 days
	—
RW Rules	15 days annual leave per annum after completed 6 months working period
	Formula : Annual salary / 260 annual working days x no. of unused annual leave, round to integer dollar

Unused annual leave pay	If the amount exceed the standard deduction, may subject to income tax and inhabitant tax
Bonus	MBO bonus following company policy, Employee is eligible after 3 months of service within the company. Commissions by Sales following company policy
Statutory Health Insurance	Mandatory contribution (from both employee & employer) Eligiblitiy: All active employee, except the first month of new joiner / last month of leaver Based on Gross base amount salary per remuneration table 4.99% of base amount
Statutory Nursing ins. (age 40-65)	Mandatory contribution (from both employee & employer) Eligibility: All active employee, except the first month of new joiner / last month of leaver Based on Gross base amount salary per remuneration table 0.80% of base amount
Statutory Pension	Mandatory contribution (from both employee & employer) Eligibility: All active employee, except the first month of new joiner / last month of leaver Based on Gross base amount salary per remuneration table 9.15% of base amount
Statutory Children Contribution Insurance	Mandatory contribution from employer only Eligibility: All active employee, except the first month of new joiner and the last month of leaver 0.36% of total monthly income by employer
Statutory Employment Insurance	Mandatory contribution from employer only Eligibility: All active employee, except the first month of new joiner and the last month of leaver 0.60%/0.95% of total monthly income by employer
Statutory Workers Compensation (Industrial injury)	Mandatory contribution from employer only Eligibility: All active employee, except the first month of new joiner and the last month of leaver 0.30% of total monthly income
General contribution	Mandatory contribution from employer only, 0.002%
Statutory Health Check Up	Statutory, once a year Japan Health Insurance Association: https://www.kyoukaikenpo.or.jp/shibu/niigata/cat040/h29kensinh/
Retirement Allowance Plan (RAP)	Effective Jan 1, 2017 Eligibility : Apply to the employees with service of more than 2 years and temporary employees, part-time employees, full-time contractors, part-time contractors, and temporary staff

	Annual RAP: 0.75 month FINAL salary for one YOS Final Salary : Average basic salary of last 36 months' employment

3. Korea:

Pay Date	30th of every month, if 30th fall into Sat, Sun or Public holiday then use the previous day of Sat, Sun or Public Holiday
Payment in lieu	(Base remuneration + fixed allw) x no. of actual calendar days / total calendar days of the mth Termination Notice : 30 days (for general staff), 60 days (for Director grade) per contract
Annual Leave **ref: Labour Law Article 60 (1)** **ref: Labour Law Article 60 (4)**	Started from 15 days (all level of staff) per annual additional 1 day in every 2 years, max 25 days Legacy AnyData staff calculate entitlement in anniversay years basis (from date join to the previous day of the join day of the following year) RW new employed staff calculate entitlement from 1 Jan (or date join) to 31 Dec Annual Leave eligible to take after completed 1 year service
Unused annual leave pay **Written notice to remind Annual Leave** **ref: Labour Law Article 61**	(Base remuneration + eligible fixed allw) / 209 hours x 8 hours x no. of unused Annual Leave days Employer does not have to pay un-used annual leave if had written notice to remind employee no. of unsued leave within the first 10 days of the three months before expired, i.e. 30 Sep for the calendar basis AL (Current practice: HR Candice written notice by mail per quarter of Annual leave report for APAC EE) point 3 written to remind then no need to pay unused
Long Service Leave	Additional 5 days for 10 YOS / 7 days for 20 YOS / 10 days for 30 YOS Consume the LSL within 12 months once reached the 10 / 20 / 30 YOS anniversary date. E.g. Join date (AnyData EE) was Aug 16, 2004 thus 10 Years' anniversary was Aug 16, 2014. Then take all the 5 days LSL by Aug 15, 2015. As stated in Rules of Employment, the company shall not compensate employees the un-used LSL, if any, upon termination of employment
Sick Leave **ref: ROE 13.2.2** **ref: ROE 31.2** **ref: ROE 31.2**	No specified about sick leave clearly on Labour Standard Act. It is depend the policies of the company The Company will grant 7 days sick leave per calendar year to the Employee. Employee must notify his/her supervisor as soon as possible if they are absent due to sickness. Employee may be required to produce medical certification. Paid sick leave cannot be carried over from a year to another. Due to disease or injuries for non-work reason, the Company shall pay 70% of the average wage for three months then 50% of the base annual salary for three months

Health Check Up	Every two years - up to KRW 500,000. Reimburse via Expense Claim Form with receipt HR will send written notice by mail to employee to remind
Festival Coupon	Chuseok holiday - KRW 100,000 per employee (shopping coupon) Chinese New Year - KRW 100,000 per employee (shopping coupon)
Family Event Allowance	KRW100k/mth, Pay via Payroll Use actual calendar day as basis (like 31 days for Jan), included Sat, Sun and PH Taxable Income
Lunch Allowance	KRW100k/mth, pay via payroll Use actual calendar day as basis (like 31 days for Jan), included Sat, Sun and PH non-taxable income
Special Grant	Pay via Payroll Special Grant pays to Korea employee on New Marriage, Childbirth, 60th birhtday of parent and death of parent/parent-in-law, children, spouse and siblings of employee or emplyee's spouse Find more details in "Special Grant" sheet
Bonus	MBO bonus following company policy, Employee is eligible after 3 months of service within the company. Commissions by Sales following company policy
Defined Contribution Retirement Plan (DC Plan) - Currently with Samsung Life	RW Korea employee who employed over 12 months would eligible to join RW Korea Defined Contribution Retirement Pension Plan (DC). Contribution amount included Base Salary, Overtime Allowance, pay for night time & holiday work, commission, MBO and employee discretionary bonus. RWK pays in cash contributions amounting to 1/12 of total annual salary income. DC amount would accrue from the first payroll month then contribute the accrued amount in the first contribution payment month for the eligible employee to Samsung Life. Then RWK contributes for the active employee to Samsung Life each month.
National Pension	EE, ER: 4.5%, Effective July 2023, the ceiling cap for base salary increases from 5.53 million to 5.90million. Use avearge base remmuneration + Family Event allowance for the last calendar year. For those who was employed before 2 Dec 2021, the base salary is calculated by:- Actual Salary in 2021 / no. of days worked in 2021 * 30, rounded down to nearest 1,000 For those who was employed after 2 Dec 2021, the base salary is the monthly remuneration stated in the Employment Contract plus Family Event Allowance. Lunch Allowance is not included in the calculation base. Lunch Allowance is not included in the calculation base
Medical Insurance	EE, ER: 3.545% of monthly average (employer & employees' portion) For those who had no payroll in 2023, the base Salary is the monthly remuneration stated in the Employment Contract plus Family Event Allowance. Lunch Allowance is not required to be included in the calculation base. For those who had payroll in 2023, the base salary is the average of actual annual taxable income during 2023. (i.e. actual annual taxable income / # of month). Report to National Health Insurance Coporation
	EE, ER: 0.9182% of the Monthly Average

Long Term Care Insurance (under Medical insurance)	Rounddown to nearest 10 Report to National Health Insurance Coporation
Workers' accident Insurance	ER: 0.920% of Monthly Average of Actual Salary The base salary is the average of actual annual taxable income during last year (i.e. actual annual taxable income / # of month). For foreigner, if the working days in the commencing month of employment is less than 20 days, the salary of the commencing month would be excluded when calculating the average salary. For those who had no payroll in last year, the base Salary is the monthly remuneration stated in the Employment Contract plus Family Event Allowance. Lunch Allowance is not required to be included in the calculation base. Report to Korea Workers' Compensation & Welfare Service & Insurance company
Unemployment	EE, ER: 0.90% of the mthly average of the actual taxable income For those who had no payroll in the last calendar year, the base Salary is the monthly remuneration stated in the Employment Contract plus Family Event Allowance. Lunch Allowance is not required to be included in the calculation base. (i.e. base remuneration on contract + Family Event allw (if any) / actual total no. of calendar day x no. of days)
Employment Education (under Unemployment insurance)	ER: 0.25% of mthly average of actual taxable income The base salary is the average of actual annual taxable income during last year (i.e. actual annual taxable income / # of month). Report to Ministry of Employment & Labor
Unemployment compensation premium (under Unemployment insurance)	EE: 0.90% of the mthly average of the actual taxable income The base salary is the average of actual annual taxable income during last year (i.e. actual annual taxable income / # of month). Report to Ministry of Employment & Labor

4. China:

Pay Date	The last working day of the month
Cut Off Date	New joiner : joined on or before 18th would avaliable to register SSI & HF and effect in the first joined month Leaver : leave on or before 15th would NOT have SSI & HF of the month. Leave on or after 16th is eligible unless their new company will register for them
Base salary pro-rata	Per law : 21.75 days as monthly basis, only count working day (excluded Sat, Sun, Public holidays)
Monthly Living	General staff: RMB400/mth (pro-rate for incomplete month)
	Director or above: RMB600/mth (pro-rate for incomplete month) except legacy general staff

Allowance (Taxable)	Lab technician: RMB200/mth: Qian Chen
Lunch Allowance (Taxable)	RMB350/mth for all PRC locations, excluded for maternity leave and pro-long sick leave staff
Team building (by reimbursement)	RMB 75 per full-time employee per quarter in Shenzhen; RMB 50 per full-time employee per quarter in Suzhou.
13th mth pay (Taxable)	Existing staff: Entitle when still under employed on the pay day (Dec 31 or the last working day of the year)
	Formula : Monthly base salary / total no. of calendar day of the year x no. of entitlement day
Special Grant (Taxable)	RMB500 for new born baby, marriage
Voucher (Taxable)	RMB 300 for Dragon Boat Festival BMB 500 for Mid-Autumn Festival RMB 800 for Spring festival
Unused Statutory Leave pay	Past 12 months total wages / 12 months /21.75 days x no. of unused AL days x 2 times
Unused Leisure Leave pay	Past 12 months total wages / 12 months /21.75 days x no. of unused AL days 年休假所依据的月工资标准与《劳动合同法实施条例》第二十七条规定的经济补偿月工资标准基本一致。即：前十二个月应得工资总额-前十二个月加班工资总额后的月平均工资。 http://www.gov.cn/zwgk/2008-09/19/content_1099470.htm
Overtaken Leisure Leave Deduction	(Base Monthly salary + Living Allowance + Meal Allowance) / 21.75 days x no. of days overtaken
Unused Marriage Leave pay	(Base monthly salary + living allowance / 21.75 x no. of days of marriage leave entitled Marriage leave pay apply for those leaver who did not take marriage leave before entitled Marriage Leave can be regulated in handbook for the usage period
	There are one Suzhou (Nicole Zhang) employee eligible to 5% discretionary Employee bonus

5% Employee Bonus	Terminated employees are eligible to have this bonus if actively employed for the full three months of the quarter (effective for those who present resignation on or after Jan 1, 2017)
	Annual salary x 5% / 4 quarters x corporate performance factor
China Discretionary Employee Bonus (on-target 2 months) CEBP Bonus	Other than MBO, commision and 5% employee bonus pays to those eligible permanent staff
	Based on 2 month base salary x approved yearly corporate factor x Peferomance Bonus Index x entitlment period (pro-rata for new joiners of the last year)
	Yearly corporate factor is based on the average actual quarter plus Mgt review and approval
	New joiner who join at Q4 of the last year may not eligible
	Pro rata for maternity leave & pro-long sick leave staff
MBO	Annual Target / 4 quarters x (individual achivement + corporate factor) x 0.5
	Apply for those staff who worked full 3 months (quarter), including leaver will receive after Corporate Performance Factor is finalised
Notice Period Labour Law Clause 37	3 days notice from EE to company within probation period 根据《劳动合同法》第三十七条规定：“劳动者在试用期内提前三日通知用人单位，可以解除劳动合同" 30 days notice from EE to company within probation period 根据《劳动合同法》第三十七条规定：“劳动者提前三十日以书面形式通知用人单位，可以解除劳动合同"
Payment in lieu	(Base Monthly Salary + Living Allowance)/ 21.75 x no. of short notice working day
Severance 经济补偿金	Average wages of the last 12 months (included all taxable income, e.g. allowance, EE bonus / MBO, 13th mth pay, spot bonus, referral bonus, special grant, festival allowances, ISO incentive, Phantom RSU cash payout etc)
	maximum of EI 2024:Severance calculation standard
	If average wages of the last 12 months more than maximum severance of the year, then pay the maximum severance per local city (e.g. 2024 max monthly severance RMB 41,190 for Shenzhen)
	No. of year count from recognised date join, round up to half year 《劳动合同法》第四十七条规定，劳动合同解除或终止后，用人单位应当按照劳动者在本单位工作的年限，每满一年支付一个月工资的标准向劳动者支付经济补偿。六个月以上不满一年的，按一年计算;不满六个月的，支付半个月工资的经济补偿。 1.08 年前部分每工作满一年支付相当于一个月工资的经济补偿金,不足一年部份按一年计算,这里说的月工资按解除劳动关系前 12 个月劳动者的平均工资为基数. 2.08 年后部分每工作满一年支付相当于一个月工资的经济补偿金,不足 6 个月部份支付半个月,超过 6 个月不足一年部份按一年计算,这里说的月工资按解除劳动关系前 12 个月劳动者的平均工资为基数;若平均工资高于当地社平工资 3 倍,只以社平工资 3 倍为基数.

	劳动合同法
	Average wages of last 12 months x no. of entitlement year
Tax-free Reimbursement (Housing Reimbursement)	Expat at SZ WOFE are eligible to join Houisng reimbursement with reasonable amount when submitted lease agreement which certified by PRC tax bureau
	The expat employee should submit the lease agreement and rental receipt to PRC HR

5. EMEA:

France	**Employer fees**	**Employee fees**	**Total**
Health Life Insurance	The formula to use is the following : 3.755 % of Plafond Mensuel de la Sécurité sociale (PMSS = 3 864 € for 2024) per employee + child Optional with spouse: Add 1.102 % of PMSS		
	60% of the amount (in 2024 : 87,06€/month)	**40%** of the amount + extra contribution of 0,16% of PMSS in 2024 (in 2024: 64,22€ (without spouse) OR 106,8 with spouse)	**In 2024: 151,28€ (without spouse)** OR **193,86 (with spouse)**
Car allowance	car allowance policy		
Transportation fees	43,2€ (50% reimbursement)	43,2€ (50% reimbursement)	
Pension	2,6% of basic salary	1,6% of basic salary	**4%**
Lunch Vouchers	5,5€/day	3,75€/day	**9,25 €**
Ddefined benefit scheme: All eligible employees may participate in an unfunded defined benefit plan under which they are entitled to retirement benefits upon reaching retirement age 65. The plan is subject to interest rate risk and the risk of changes in the life expectancy of the pension beneficiaries.			

Hungary			

Health Life Insurance, Medicover	3 917 400 HUF/year = 10,660 HUF /month/person		
Szep card	400 008 HUF per year		
Transportation fees	If the address is out of the boundaries of Budapest, the employer must reimburse the **86%** of the ticket.		
car allowance	Car allowance policy		

Germany		
Company Car	Car allowance policy	
Pension		depending on scheme
Life Insurance	Private	Private

6. Other incentives:

Long term incentive:

Definition:
Long Term incentive is a form of long-term award granted contingent upon achievement of previously defined performance objectives over three-year period.
Long Term Incentive grant value is expressed as a percentage of the employee's annual base salary (ABS), and depends on two variables:
1. the employee's target for his/her grade;
2. the employee's individual performance rating.

Eligible Employees:
Eligible employees must be actively employed on 1st January of the calendar year performance period to be eligible for a bonus during that period.

Terminated Employees:
In the event of a voluntary resignation, eligible employees must be actively employed for the full calendar year of the performance period to receive a payout for that period.
Method of Calculation:
Annual Base Salary X Individual Target by Grade X Individual Performance Rating (0% - 100%)
Goals should be set annually.

Individual Performance Rating

The individual performance rating is assessed through the annual Performance Review process.
Meets = 100%
Below this level, rating will be assessed by managers as following:
Developing = 80% - 99%
Improvement needed = 0% - 79%

The Company may alter any of the terms of the Program, including targets, performance assessment and calculation methods, at any time without prior notice.

Payout Timeline:
1/3 of 2021 Long Term Incentive paid out/vested Feb 2022
1/3 of 2021 Long Term Incentive paid out/vested Feb 2023
1/3 of 2021 Long Term Incentive paid out/vested Feb 2024 For details of the rates and mount of eligible employees, please refer to Business Employee List in Section 4.13(a).

Long Term Incentive Target by Grade:

Position Level	Target %base salary
SVP and above	50%
VP	40%
Senior Director	30%
Director	20%

Section 4.13(a)

Business Employee List

Full-time:

Last Name	First Name	Location	Department	Job Title	Hire Date	Employment Status	Pay rate	Bonus rate %	Currency	Bonus type	Bonus amount	Car cash Allowance Monthly	Company car Monthly	MD Allowance	LTI rate	LTI amount	USD total
Kohn	Andreas	Germany	Operating Office	Chief Operating Officer	2008/8/1	Full-Time	€ 269,113.00	40.00%	EUR	MBO	€ 107,645.00		€ 351.00		50%	€ 134,556.50	$547,482.09
Demousseau	Cyrille	France	Sales	Senior Vice President, Sales	2008/3/10	Full-Time	€ 196,059.00	40.00%	EUR	Commissions	€ 78,423.00		€ 203.69		50%	€ 98,029.50	$398,805.25
Xu	Wei	Shenzhen	Engineering Management	Senior Vice President, R&D	2012/1/4	Full-Time	¥ 1,294,060.00	40.00%	CNY	MBO	¥ 517,624.00				50%	¥ 647,030.00	$338,665.84
Lakhdar	Rafet	France	Quality	Vice President, Quality	2000/3/13	Full-Time	€ 148,830.00	35.00%	EUR	MBO	€ 52,091.00		€ 226.99	€ 40,000.00	40%	€ 59,532.00	$321,727.59
Zhu	Haibo	France	Sales	Director, Business Development	2001/8/20	Full-Time	€ 130,044.00	40.00%	EUR	Commissions	€ 52,017.00	€ 760.00			20%	€ 26,008.80	$223,447.89
Negishi	Hitoshi	Japan	Sales	Country Manager & Business Development Japan	2017/10/1	Full-Time	¥ 14,421,056.00	46.00%	JPY	Commisions	¥ 6,633,686.00						$131,765.08
Rettenberger-Laass	Dorina	Germany	Sales	Senior Business Developer and Account Manager Central Europe	2024/2/1	Full-Time	€ 110,000.00	40.00%	EUR	Commissions	€ 44,000.00	€ 680.00					$165,507.60
Yuan	Joyce	Shenzhen	Purchasing	Director, Purchasing	2021/5/26	Full-Time	¥ 949,216.00	30.00%	CNY	MBO	¥ 284,765.00				20%	¥ 189,843.20	$196,119.04
Preys	Daniel	Germany	Sales	Senior Business Developer and Account Manager Central Europe	2023/2/1	Full-Time	€ 104,000.00	40.00%	EUR	Commissions	€ 41,600.00	€ 680.00					$156,519.60
Pang	Harris	Shenzhen	Program Management	Senior Director, Program	2010/1/5	Full-Time	¥ 782,663.00	35.00%	CNY	MBO	¥ 273,932.00				30%	¥ 234,798.90	$177,877.95

				Management													
Stephan	Michael	France	Sales	Director, Account Management	1998/3/1	Full-Time	€ 92,458.00	40.00%	EUR	Commissions	€ 36,983.00		€ 247.42		20 %	€ 18,491.60	$158,552.62
Kim	Hosang	Korea	Sales	Country Manager - Business Development Korea	2022/9/5	Full-Time	₩ 159,120,000.00	30.00%	KRW	Commisions	₩ 47,736,000.00						$148,995.20
Rancz	Lajos	Hungary	Software Platform	Director R&D Software Platform	2022/6/27	Full-Time	Ft 38,782,800.00	30.00%	HUF	MBO	Ft 11,634,840.00				20 %	Ft 7,756,560.00	$156,973.02
Chen	Cory	Shenzhen	Hardware	Director, Hardware	2008/10/13	Full-Time	¥ 733,175.00	30.00%	CNY	MBO	¥ 219,953.00				20 %	¥ 146,635.00	$151,482.51
Xiao	Scott	Suzhou	Manufacturing	Director, Manufacturing	2021/7/29	Full-Time	¥ 721,224.00	30.00%	CNY	MBO	¥ 216,367.00				20 %	¥ 144,244.80	$149,013.20
Helleux	Olivier	France	Product Marketing	Senior Director, Product Marketing	2020/12/1	Full-Time	€ 104,390.00	30.00%	EUR	MBO	€ 31,317.00		€ 251.26		30 %	€ 31,317.00	$178,984.53
Zhang	Chanson	Shenzhen	System Architecture	Director, System Architecture	2016/12/12	Full-Time	¥ 699,594.00	30.00%	CNY	MBO	¥ 209,878.00				20 %	¥ 139,918.80	$144,544.19
Zheng	Kevin	Shenzhen	IT	Director, Global IT & Chief Information Security Officer	2021/9/27	Full-Time	¥ 668,304.00	30.00%	CNY	MBO	¥ 200,491.00				20 %	¥ 133,660.80	$138,079.31
Zhuo	Joyce	Suzhou	Supply Chain	Director, Supply Chain	2021/1/5	Full-Time	¥ 643,149.00	30.00%	CNY	MBO	¥ 192,945.00				20 %	¥ 128,629.80	$132,882.07
Uguen	Thierry	France		Vice President, Product Management and Support	2024/4/2	Full-Time	€ 140,000.00	20.00%	EUR	MBO	€ 28,000.00	€ 1,045.00			30 %	€ 42,000.00	$225,818.15
Lau	Erica	Hong Kong	Product Line Management	Director, Product Management	2006/12/7	Full-Time	$ 670,055.00	30.00%	HKD	MBO	$ 201,017.00				20 %	$ 134,011.00	$128,789.10
Yan	Jet	Shenzhen	Manufacturing Test	Sr. Manager, Manufacture Testing and R&D support	2010/6/21	Full-Time	¥ 729,890.00	25.00%	CNY	MBO	¥ 182,472.00						$125,669.70
Dheim	Christiane	France	Human Resources	Senior Director, Human Ressources	2020/10/20	Full-Time	€ 105,119.00	25.00%	EUR	MBO	€ 26,280.00		€ 136.49	€ 36,000.00	30 %	€ 31,535.70	$213,006.17
Fu	Tiejun	Shenzhen	Program Management	Senior Project Manager	2010/10/20	Full-Time	¥ 711,614.00	25.00%	CNY	MBO	¥ 177,904.00						$122,523.14
Xie	Rain	Shenzhen	Software Development	Director, Software Development	2014/9/22	Full-Time	¥ 568,103.00	30.00%	CNY	MBO	¥ 170,431.00				20 %		$101,726.45
Leturia	Inigo	France	System Engineering	Director, System Engineering	2021/7/1	Full-Time	€ 97,799.00	25.00%	EUR	MBO	€ 24,450.00	€ 760.00			20 %	€ 19,559.80	$152,548.62
Gao	Dave	Suzhou	Quality	Director, Production Quality	2021/9/27	Full-Time	¥ 519,168.00	30.00%	CNY	MBO	¥ 155,750.00				20 %	¥ 103,833.60	$107,266.06

Ma	Scott	Shenzhen	Reliability & Mechanical	Senior Manager, Reliability & ME	2008/9/29	Full-Time	¥ 585,063.00	25.00%	CNY	MBO	¥ 146,266.00						$100,734.02
Xu	Suva	Shenzhen	Finance	Finance Director	2022/3/21	Full-Time	¥ 582,120.00	25.00%	CNY	MBO	¥ 145,530.00						$100,227.27
Huang	Ding	Shenzhen	System Engineering	Director, System Engineering	2011/6/13	Full-Time	¥ 573,468.00	25.00%	CNY	MBO	¥ 143,367.00				20%	¥ 114,693.60	$114,535.62
Schmidt	Thomas	Germany	Product Marketing	Technical Business Developer Manager	2023/3/20	Full-Time	€ 103,500.00	20.00%	EUR	MBO	€ 20,700.00						$132,894.00
Liu	Vincent	Shenzhen	BSP Firmware	Senior Manager, BSP Firmware	2010/4/22	Full-Time	¥ 559,344.00	25.00%	CNY	MBO	¥ 139,836.00						$96,305.79
Li	Fiona	Shenzhen	Program Management	Senior Project Manager	2011/9/6	Full-Time	¥ 557,693.00	25.00%	CNY	MBO	¥ 139,423.00						$96,021.49
Ma	Edward	Shenzhen	Hardware	Senior Manager, Baseband	2023/4/26	Full-Time	¥ 555,660.00	25.00%	CNY	MBO	¥ 138,915.00						$95,671.49
Lin	Wilson	Shenzhen	Firmware Testing & Certification	Senior Manager, Certification and Firmware Testing	2010/9/13	Full-Time	¥ 521,325.00	25.00%	CNY	MBO	¥ 130,331.00						$89,759.78
Guan	Ethan	Shenzhen	Validation	Senior Manager, Product Validation	2011/11/7	Full-Time	¥ 519,077.00	25.00%	CNY	MBO	¥ 129,769.00						$89,372.73
Sheng	Cassie	Shenzhen	Program Management	Senior Software Project Manager	2010/7/19	Full-Time	¥ 533,650.00	23.50%	CNY	MBO	¥ 125,408.00						$90,779.34
Lei	Ryan	Shenzhen	Program Management	Project Manager	2010/4/26	Full-Time	¥ 516,451.00	23.50%	CNY	MBO	¥ 121,366.00						$87,853.58
Lee	Terence	Hong Kong	Product Line Management	Product Manager	2021/9/1	Full-Time	$ 514,383.00	25.00%	HKD	MBO	$ 128,596.00						$82,389.90
Lee	Ho	Korea	System Engineering	Senior Software Project Manager I	2023/9/4	Full-Time	₩ 150,000,000.00	15.00%	KRW	MBO	₩ 22,500,000.00						$124,249.10
Lasierra Muniz	Berta	France	Quality	Director, Corporate and Customer Quality	2002/9/23	Full-Time	€ 84,839.00	20.00%	EUR	MBO	€ 16,968.00		€ 251.39		20%	€ 16,967.80	$127,358.02
Chan	Ajax	Hong Kong	Quality	Senior Manager Product Quality & PCN	2022/5/3	Full-Time	$ 574,607.00	20.00%	HKD	MBO	$ 114,921.00						$88,354.58
Shen	Golden	Shenzhen	Program Management	Project Manager	2013/4/10	Full-Time	¥ 489,730.00	21.00%	CNY	MBO	¥ 102,843.00						$81,621.63
Wang	Xin	Shenzhen	Software Integration	Manager, Software Integration	2010/7/19	Full-Time	¥ 503,491.00	20.00%	CNY	MBO	¥ 100,698.00						$83,221.63
Lv	Tony	Shenzhen	Protocol Firmware	Manager, Protocol Firmware	2018/8/13	Full-Time	¥ 500,431.00	20.00%	CNY	MBO	¥ 100,086.00						$82,715.84
Xia	Joanna	Hong Kong	Product Line Management	Manager, Product Line Management	2017/5/2	Full-Time	$ 428,770.00	25.00%	HKD	MBO	$ 107,193.00						$68,677.11
Zeng	Lufy	Shenzhen	Front Office	Manager, Front Office	2012/7/2	Full-Time	¥ 491,667.00	20.00%	CNY	MBO	¥ 98,333.00						$81,267.22

Gendrot	Gwenole	Hong Kong	System Architecture	Senior Staff Engineer, System Architect	2023/6/5	Full-Time	$ 671,880.00	15.00%	HKD	MBO	$ 100,782.00						$99,007.19
Xu	Jesson	Suzhou	Supply Chain	Manager, Logistics and Materials	2020/10/12	Full-Time	¥ 396,459.00	23.50%	CNY	MBO	¥ 93,168.00						$67,441.74
Joulain	Aurelie	France	Product Marketing	Technical Business Developer	2022/5/16	Full-Time	€ 89,107.00	15.00%	EUR	MBO	€ 13,366.00						$109,646.11
Chen	Francis	Shenzhen	RF	Manager, RF	2015/7/15	Full-Time	¥ 446,017.00	20.00%	CNY	MBO	¥ 89,203.00						$73,721.76
Angibaud	Richard	France	System Engineering	Senior Customer Program Manager	2011/2/21	Full-Time	€ 85,363.00	15.00%	EUR	MBO	€ 12,804.00						$105,038.69
Sasaki	Hironobu	Japan	System Engineering	Customer Program Manager	2017/6/19	Full-Time	¥ 12,633,977.00	15.00%	JPY	MBO	¥ 1,895,097.00						$90,926.05
Huang	Bing	Shenzhen	Software	Manager, Software	2015/6/15	Full-Time	¥ 427,134.00	20.00%	CNY	MBO	¥ 85,427.00						$70,600.69
Wang	James	Shenzhen	Engineering Process	Manager, Engineering Process	2010/11/16	Full-Time	¥ 426,062.00	20.00%	CNY	MBO	¥ 85,212.00						$70,423.42
Bigot	Xavier	France	Quality	Senior Manager, Customer Quality	2020/11/23	Full-Time	€ 83,675.00	15.00%	EUR	MBO	€ 12,551.00						$102,961.82
Li	Robert	Shenzhen	NPI/Manufacturing Eng	Senior Engineer, Manufacturing Engineering NPI	2010/3/22	Full-Time	¥ 552,652.00	15.38%	CNY	CEBP	¥ 84,998.00						$87,830.58
Zhu	Shawn	Shenzhen	Manufacturing Test	Manager, Manufacture Testing	2010/4/26	Full-Time	¥ 423,901.00	20.00%	CNY	MBO	¥ 84,780.00						$70,066.25
Nam	Minwoo	Korea	System Engineering	Senior Customer Program Manager	2017/5/6	Full-Time	₩ 104,147,388.00	15.00%	KRW	MBO	₩ 15,622,108.00						$86,268.13
Huang	Clark	Shenzhen	V2X	Staff Engineer II, Software	2021/12/13	Full-Time	¥ 529,213.00	15.38%	CNY	CEBP	¥ 81,393.00						$84,105.51
Su	Carrie	Shenzhen	Finance	Tax Specialist	2021/8/9	Full-Time	¥ 340,101.00	23.50%	CNY	MBO	¥ 79,924.00						$57,854.68
Ulrich	Alexander	Germany	System Engineering	Senior Customer Program Manager	2005/9/14	Full-Time	€ 89,750.00	12.50%	EUR	MBO	€ 11,219.00		€ 130.00				$108,175.93
Chen	Isabel	Shenzhen	Program Management	Software Project Manager	2023/4/10	Full-Time	¥ 380,520.00	20.00%	CNY	MBO	¥ 76,104.00						$62,895.87
Ko	Dicky	Hong Kong	System Architecture	Sr. Staff Engineer, System Architect	2021/3/15	Full-Time	$ 539,095.00	15.00%	HKD	MBO	$ 80,864.00						$79,440.17
Soua	Ahmed	France	Product Marketing	Automotive Project Manager	2021/7/19	Full-Time	€ 73,868.00	15.00%	EUR	MBO	€ 11,080.00						$90,894.36
Liu	Jason	Shenzhen	System Architecture	Staff Engineer II, System Architect	2011/12/8	Full-Time	¥ 483,779.00	15.38%	CNY	CEBP	¥ 74,405.00						$76,884.85
Wu	Shawn	Shenzhen	BSP Firmware	Staff Engineer I, Firmware	2018/1/17	Full-Time	¥ 480,126.00	15.38%	CNY	CEBP	¥ 73,843.00						$76,304.27

Liu	Wayne	Shenzhen	System Architecture	Senior Staff Engineer, Security Architect	2021/1/11	Full-Time	¥ 477,313.00	15.38%	CNY	CEBP	¥ 73,411.00						$75,857.30
Delage	William	France	System Engineering	Senior Software Project Manager	2005/9/1	Full-Time	€ 72,010.00	15.00%	EUR	MBO	€ 10,801.00						$88,607.77
Descusse	Marc	France	System Engineering	Senior Customer Program Manager	2002/6/10	Full-Time	€ 85,708.00	12.50%	EUR	MBO	€ 10,714.00						$103,171.54
Jeoung	Tim	Shenzhen	System Architecture	Staff Engineer II, System Architect	2023/5/15	Full-Time	¥ 457,912.00	15.38%	CNY	CEBP	¥ 70,427.00						$72,773.97
Chen	Traving	Shenzhen	BSP Firmware	Staff Engineer II, Firmware	2010/5/18	Full-Time	¥ 456,996.00	15.38%	CNY	CEBP	¥ 70,286.00						$72,628.37
Lau	Willis	Hong Kong	Front Office	Staff Engineer, Software	2021/5/24	Full-Time	$ 502,036.00	15.00%	HKD	MBO	$ 75,305.00						$73,979.19
Sun	Zipeng	Shenzhen	Protocol Firmware	Staff Engineer I, Firmware	2010/7/26	Full-Time	¥ 454,364.00	15.38%	CNY	CEBP	¥ 69,881.00						$72,210.06
Szent-Királlyi	Arpád	Hungary	Software Platform	Manager, Software Platform	2023/1/1	Full-Time	Ft 23,760,000.00	15.00%	HUF	MBO	Ft 3,564,000.00						$73,729.09
Tam	Louis	Hong Kong	System Engineering	Senior Staff Engineer, Software	2008/7/17	Full-Time	$ 732,534.00	10.00%	HKD	MBO	$ 73,253.00						$103,251.75
Zhang	Nicole	Suzhou	Quality	Senior Manager Customer Quality	2011/2/14	Full-Time	¥ 672,099.00	10.00%	CNY	MBO	¥ 67,210.00						$101,833.20
Tao	Taotao	Shenzhen	BSP Firmware	Staff Engineer I, Firmware	2011/9/1	Full-Time	¥ 435,714.00	15.38%	CNY	CEBP	¥ 67,013.00						$69,246.14
Zeng	Jack	Shenzhen	Software Platform	Staff Engineer I, Software	2020/4/7	Full-Time	¥ 435,053.00	15.38%	CNY	CEBP	¥ 66,911.00						$69,141.05
Wang	Chunfun	Shenzhen	Baseband	Staff Engineer I, Baseband	2022/9/21	Full-Time	¥ 431,808.00	15.38%	CNY	CEBP	¥ 66,412.00						$68,625.34
Shi	Rock	Shenzhen	Software	Staff Engineer I, Software	2021/3/24	Full-Time	¥ 431,683.00	15.38%	CNY	CEBP	¥ 66,393.00						$68,605.51
Sarkozi	Norbert	Hungary	Software Platform	Manager, Software Platform	2022/11/21	Full-Time	Ft 22,360,800.00	15.00%	HUF	MBO	Ft 3,354,120.00						$69,387.26
Wong	Henry	Hong Kong	Front Office	Staff Engineer, Software	2021/4/1	Full-Time	$ 468,969.00	15.00%	HKD	MBO	$ 70,345.00						$69,106.50
Chen	David	Shenzhen	System Architecture	Senior Engineer II, System Architect	2022/8/22	Full-Time	¥ 424,796.00	15.38%	CNY	CEBP	¥ 65,334.00						$67,511.02
Luo	Piano	Shenzhen	Purchasing	Commodity Manager	2023/3/13	Full-Time	¥ 423,150.00	15.38%	CNY	CEBP	¥ 65,080.00						$67,249.31
Lin	Alyssa	Shenzhen	Program Management	Software Project Manager	2015/10/19	Full-Time	¥ 318,846.00	20.00%	CNY	MBO	¥ 63,769.00						$52,701.79
Lin	Kaiying	Shenzhen	System Engineering	Software Project Manager	2023/2/15	Full-Time	¥ 413,400.00	15.38%	CNY	CEBP	¥ 63,581.00						$65,699.86

Pan	Yujing	Shenzhen	Purchasing	Commodity Manager	2023/4/25	Full-Time	¥ 409,500.00	15.38%	CNY	CEBP	¥ 62,981.00						$65,080.03
Awan	Ahsan Saleem	Shenzhen	System Architecture	Senior Engineer II, System Architect	2023/3/15	Full-Time	¥ 404,144.00	15.38%	CNY	CEBP	¥ 62,157.00						$64,228.79
Li	Stone	Shenzhen	Product Integration	Leader, Product Integration	2017/7/24	Full-Time	¥ 398,891.00	15.38%	CNY	CEBP	¥ 61,349.00						$63,393.94
Wang	Nison	Shenzhen	Manufacturing Test	Staff Engineer II, Manufacturing Test	2012/9/20	Full-Time	¥ 391,382.00	15.38%	CNY	CEBP	¥ 60,194.00						$62,200.55
Mo	Link	Shenzhen	Software Platform	Senior Engineer II, Software	2023/1/9	Full-Time	¥ 388,024.00	15.38%	CNY	CEBP	¥ 59,678.00						$61,666.94
Gouere	Francois	France	Quality	Senior Manager, Corporate Quality	2020/11/12	Full-Time	€ 87,860.00	10.00%	EUR	MBO	€ 8,786.00						$103,411.22
Huang	Johnson	Shenzhen	Program Management	Software Project Manager	2022/10/19	Full-Time	¥ 296,821.00	20.00%	CNY	MBO	¥ 59,364.00						$49,061.29
Zheng	Ben	Shenzhen	Validation	Staff Engineer II, Validation	2010/3/1	Full-Time	¥ 385,684.00	15.38%	CNY	CEBP	¥ 59,318.00						$61,295.04
Nusser	Adam	Hungary	Software Platform	Manager, Software Platform	2023/9/1	Full-Time	Ft 20,176,800.00	15.00%	HUF	MBO	Ft 3,026,520.00						$62,610.15
Fotiou	Bulat	Germany	System Engineering	Customer Program Manager	2023/4/17	Full-Time	€ 85,280.00	10.00%	EUR	MBO	€ 8,528.00	€ 680.00					$101,102.16
Qiu	Nathan	Shenzhen	Front Office	Senior Engineer II, Firmware	2017/5/22	Full-Time	¥ 374,776.00	15.38%	CNY	CEBP	¥ 57,641.00						$59,561.57
Shibata	Hiroaki	Japan	Product Marketing	Technical Business Developer	2022/12/12	Full-Time	¥ 12,504,000.00	10.00%	JPY	MBO	¥ 1,250,400.00						$86,077.98
Kwong	Crystal	Hong Kong	Reliability & Process	Staff Engineer, Reliability & Process	2021/1/4	Full-Time	$ 608,505.00	10.00%	HKD	MBO	$ 60,851.00						$85,769.79
Xue	David	Suzhou	NPI/Manufacturing Eng	Senior Automation Engineer	2020/2/24	Full-Time	¥ 367,967.00	15.38%	CNY	CEBP	¥ 56,593.00						$58,479.34
Zuo	George	Shenzhen	PCB	Staff Engineer I, PCB	2008/11/3	Full-Time	¥ 367,086.00	15.38%	CNY	CEBP	¥ 56,458.00						$58,339.39
Meng	Claire	Shenzhen	System Architecture	Senior Technical Writer	2021/1/4	Full-Time	¥ 364,863.00	15.38%	CNY	CEBP	¥ 56,116.00						$57,986.09
Huang	Arnold	Shenzhen	Validation	Staff Engineer I, Validation	2018/2/1	Full-Time	¥ 364,138.00	15.38%	CNY	CEBP	¥ 56,004.00						$57,870.80
Long	Jianwu	Shenzhen	Software Platform	Senior Engineer I, Software	2021/4/12	Full-Time	¥ 361,400.00	15.38%	CNY	CEBP	¥ 55,583.00						$57,435.67
Li	Tom	Shenzhen	Validation	Staff Engineer I, Validation	2020/5/7	Full-Time	¥ 360,989.00	15.38%	CNY	CEBP	¥ 55,520.00						$57,370.39
Shen	Kelly	Suzhou	Quality	Corporate Quality Manager	2022/5/25	Full-Time	¥ 358,550.00	15.38%	CNY	CEBP	¥ 55,145.00						$56,982.78
Berdin	Jerome	France	Product Marketing	Staff System	2001/6/8	Full-Time	€ 81,028.00	10.00%	EUR	MBO	€ 8,103.00						$95,370.17

				Architect I, Product Marketing													
Yang	Alan	Shenzhen	Front Office	Senior Engineer II, Firmware	2016/4/27	Full-Time	¥ 356,496.00	15.38%	CNY	CEBP	¥ 54,829.00						$56,656.34
Liang	Samuel	Shenzhen	RF	Senior Engineer II, RF	2023/4/10	Full-Time	¥ 354,224.00	15.38%	CNY	CEBP	¥ 54,480.00						$56,295.32
Li	Tim	Shenzhen	Front Office	Senior Engineer I, Firmware	2022/9/1	Full-Time	¥ 354,166.00	15.38%	CNY	CEBP	¥ 54,471.00						$56,286.09
Touitou	Herve	France	System Engineering	Senior Staff Engineer, HW/RF	2003/1/22	Full-Time	€ 79,730.00	10.00%	EUR	MBO	€ 7,973.00						$93,842.21
Peng	Justin	Shenzhen	Software Platform	Senior Engineer II, Software	2018/3/26	Full-Time	¥ 350,953.00	15.38%	CNY	CEBP	¥ 53,977.00						$55,775.48
Zou	Ken	Shenzhen	Purchasing	Indirect Sourcing Manager	2021/12/15	Full-Time	¥ 350,532.00	15.38%	CNY	CEBP	¥ 53,912.00						$55,708.54
Guo	Sophie	Shenzhen	Purchasing	Senior Manager Project Sourcing	2021/3/24	Full-Time	¥ 347,911.00	15.38%	CNY	CEBP	¥ 53,509.00						$55,292.01
Xiong	Bjorn	Shenzhen	Software	Senior Engineer I, Software	2022/10/17	Full-Time	¥ 346,775.00	15.38%	CNY	CEBP	¥ 53,334.00						$55,111.43
Liu	Andrew	Shenzhen	Protocol Firmware	Senior Engineer II, Firmware	2022/8/18	Full-Time	¥ 345,188.00	15.38%	CNY	CEBP	¥ 53,090.00						$54,859.23
Xia	William	Shenzhen	RF	Staff Engineer I, RF	2008/11/17	Full-Time	¥ 344,264.00	15.38%	CNY	CEBP	¥ 52,948.00						$54,712.40
Kohn	Andreas	Luxembourg	General Management	Managing Director	2023/1/1	Full-Time	€ 19,383.72	40.00%	EUR	MBO	€ 7,753.00						$29,036.29
Jiang	Eric	Suzhou	Manufacturing	New Production Introduction Engineer	2024/1/8	Full-Time	¥ 341,250.00	15.38%	CNY	CEBP	¥ 52,484.00						$54,233.33
Xie	Frank	Shenzhen	Software	Senior Engineer I, Software	2022/11/14	Full-Time	¥ 339,840.00	15.38%	CNY	CEBP	¥ 52,267.00						$54,009.23
Tang	Anny	Shenzhen	Manufacturing Test	Senior Engineer I, Host Software	2023/11/1	Full-Time	¥ 338,000.00	15.38%	CNY	CEBP	¥ 51,984.00						$53,716.80
Zhang	Fredy	Shenzhen	Software	Senior Engineer I, Software	2023/10/9	Full-Time	¥ 338,000.00	15.38%	CNY	CEBP	¥ 51,984.00						$53,716.80
Bao	Yoyo	Shenzhen	BSP Firmware	Senior Engineer II, Firmware	2015/4/27	Full-Time	¥ 336,037.00	15.38%	CNY	CEBP	¥ 51,683.00						$53,404.96
Zhuo	Five	Shenzhen	IT	IT Application Specialist	2022/1/18	Full-Time	¥ 335,956.00	15.38%	CNY	CEBP	¥ 51,670.00						$53,392.01
Fu	Fang	Shenzhen	Software	Senior Engineer I, Software	2023/5/16	Full-Time	¥ 334,425.00	15.38%	CNY	CEBP	¥ 51,435.00						$53,148.76
Wang	Dylan	Shenzhen	IT	IT Specialist	2020/11/19	Full-Time	¥ 332,526.00	15.38%	CNY	CEBP	¥ 51,142.00						$52,846.83
He	Hertz	Shenzhen	BSP Firmware	Senior Engineer	2022/7/11	Full-Time	¥ 331,500.00	15.38%	CNY	CEBP	¥ 50,984.00						$52,683.75

				I, Firmware													
Zhao	Aurora	Shenzhen	Firmware Testing & Certification	Senior Engineer II, Firmware Testing	2023/6/12	Full-Time	¥ 330,850.00	15.38%	CNY	CEBP	¥ 50,885.00						$52,580.58
Feng	Alley	Shenzhen	Validation	Staff Engineer I, Validation	2022/10/25	Full-Time	¥ 330,460.00	15.38%	CNY	CEBP	¥ 50,825.00						$52,518.60
Chen	Eason	Shenzhen	Baseband	Senior Engineer II, Baseband	2023/10/9	Full-Time	¥ 329,550.00	15.38%	CNY	CEBP	¥ 50,685.00						$52,373.97
Miao	Terry	Suzhou	NPI/Manufacturing Eng	Engineer, Manufacturing Engineering	2015/3/28	Full-Time	¥ 327,440.00	15.38%	CNY	CEBP	¥ 50,360.00						$52,038.57
Hu	Vicky	Shenzhen	Software Integration	Senior Engineer II, Software Integration	2016/6/28	Full-Time	¥ 327,044.00	15.38%	CNY	CEBP	¥ 50,299.00						$51,975.62
Lucien	Fabrice	France	System Engineering	Senior Staff Engineer, Software	2007/4/2	Full-Time	€ 74,045.00	10.00%	EUR	MBO	€ 7,404.00						$87,150.43
Zhu	Felix	Shenzhen	BSP Firmware	Senior Engineer II, Firmware	2016/10/31	Full-Time	¥ 325,295.00	15.38%	CNY	CEBP	¥ 50,030.00						$51,697.66
Chen	Nichel	Shenzhen	Software	Senior Engineer I, Software	2023/11/1	Full-Time	¥ 325,000.00	15.38%	CNY	CEBP	¥ 49,985.00						$51,650.83
Yang	Eric	Shenzhen	V2X	Senior Engineer I, Software	2023/6/5	Full-Time	¥ 325,000.00	15.38%	CNY	CEBP	¥ 49,985.00						$51,650.83
Zhang	Rebecca	Shenzhen	V2X	Senior Engineer I, Software	2023/12/4	Full-Time	¥ 325,000.00	15.38%	CNY	CEBP	¥ 49,985.00						$51,650.83
Mu	Brady	Shenzhen	Protocol Firmware	Senior Engineer I, Firmware	2021/8/16	Full-Time	¥ 321,449.00	15.38%	CNY	CEBP	¥ 49,439.00						$51,086.50
Liu	Lydia	Shenzhen	Engineering Process	Engineering Process Engineer	2022/4/25	Full-Time	¥ 319,901.00	15.38%	CNY	CEBP	¥ 49,201.00						$50,840.50
Li	Leven	Shenzhen	Validation	Staff Engineer I, Validation	2015/1/6	Full-Time	¥ 318,752.00	15.38%	CNY	CEBP	¥ 49,024.00						$50,657.85
Koma	Zoltán	Hungary	Software Platform	Product Owner	2023/9/11	Full-Time	Ft 24,912,000.00	10.00%	HUF	MBO	Ft 2,491,200.00						$73,942.80
Liu	Wade	Shenzhen	Software Platform	Senior Engineer I, Software	2021/6/9	Full-Time	¥ 316,495.00	15.38%	CNY	CEBP	¥ 48,677.00						$50,299.17
Min	Richard	Suzhou	Quality	Manufacturing Quality Manager	2020/11/23	Full-Time	¥ 486,344.00	10.00%	CNY	MBO	¥ 48,634.00						$73,688.43
Li	Zhixiong	Shenzhen	Manufacturing Test	Senior Engineer II, Manufacturing Test	2011/8/16	Full-Time	¥ 311,698.00	15.38%	CNY	CEBP	¥ 47,939.00						$49,536.78
Cai	Peter	Shenzhen	Host Software	Senior Engineer I, Host Software	2021/12/20	Full-Time	¥ 311,380.00	15.38%	CNY	CEBP	¥ 47,890.00						$49,486.23

Liu	Meihong	Shenzhen	Firmware Testing & Certification	Senior Engineer II, Firmware Testing	2021/3/24	Full-Time	¥ 310,926.00	15.38%	CNY	CEBP	¥ 47,820.00						$49,414.05
Cordier	Samuel	France	System Engineering	Senior Staff Engineer, Software	2017/6/1	Full-Time	€ 70,327.00	10.00%	EUR	MBO	€ 7,033.00						$82,775.20
Zhang	Vivi	Suzhou	Quality	Supplier Quality Manager	2021/12/9	Full-Time	¥ 317,491.00	15.00%	CNY	MBO	¥ 47,624.00						$50,291.32
Zhou	Yoyo	Shenzhen	Engineering Process	Engineering Process Engineer	2023/3/6	Full-Time	¥ 307,789.00	15.38%	CNY	CEBP	¥ 47,338.00						$48,915.56
Meng	Lockie	Shenzhen	Software	Senior Engineer I, Software	2023/3/1	Full-Time	¥ 307,671.00	15.38%	CNY	CEBP	¥ 47,320.00						$48,896.83
Riahi	Hadhami	France	System Engineering	Software Project Manager	2017/6/1	Full-Time	€ 69,588.00	10.00%	EUR	MBO	€ 6,959.00						$81,905.29
Bao	Freeman	Shenzhen	Baseband	Staff Engineer I, Baseband	2010/3/8	Full-Time	¥ 305,484.00	15.38%	CNY	CEBP	¥ 46,984.00						$48,549.31
Peng	Joney	Shenzhen	RF	Senior Engineer I, RF	2023/1/3	Full-Time	¥ 303,615.00	15.38%	CNY	CEBP	¥ 46,696.00						$48,252.20
Wang	Fanny	Shenzhen	PCB	Senior Engineer II, PCB	2012/10/15	Full-Time	¥ 302,175.00	15.38%	CNY	CEBP	¥ 46,475.00						$48,023.42
Chen	Denny	Shenzhen	BSP Firmware	Senior Engineer I, Firmware	2010/7/19	Full-Time	¥ 300,830.00	15.38%	CNY	CEBP	¥ 46,268.00						$47,809.64
Zheng	Eva	Shenzhen	Firmware Testing & Certification	Senior Certification Engineer	2022/4/15	Full-Time	¥ 300,405.00	15.38%	CNY	CEBP	¥ 46,202.00						$47,742.01
Peng	Leon	Shenzhen	BSP Firmware	Senior Engineer II, Firmware	2015/5/4	Full-Time	¥ 297,590.00	15.38%	CNY	CEBP	¥ 45,769.00						$47,294.63
Deng	Simon	Shenzhen	IT	Senior IT helpdesk Specialist	2020/12/12	Full-Time	¥ 296,566.00	15.38%	CNY	CEBP	¥ 45,612.00						$47,131.96
Yang	Damon	Shenzhen	Host Software	Senior Driver Engineer II	2021/12/1	Full-Time	¥ 296,205.00	15.38%	CNY	CEBP	¥ 45,556.00						$47,074.52
Tong	Yasin	Shenzhen	RF	Senior Engineer II, RF	2019/11/18	Full-Time	¥ 296,191.00	15.38%	CNY	CEBP	¥ 45,554.00						$47,072.31
Li	Cici	Shenzhen	PCB	Senior Engineer II, PCB	2021/6/15	Full-Time	¥ 294,533.00	15.38%	CNY	CEBP	¥ 45,299.00						$46,808.82
Liu	Clarence	Shenzhen	Software	Engineer II, Software	2022/12/20	Full-Time	¥ 294,021.00	15.38%	CNY	CEBP	¥ 45,220.00						$46,727.41
Zhao	Zeek	Shenzhen	Software	Engineer II, Software	2023/4/12	Full-Time	¥ 291,291.00	15.38%	CNY	CEBP	¥ 44,801.00						$46,293.66
Wei	Lane	Shenzhen	Validation	Senior Engineer II, Validation	2019/6/3	Full-Time	¥ 290,761.00	15.38%	CNY	CEBP	¥ 44,719.00						$46,209.37
Wang	Sophie	Shenzhen	Human Resources	Manager, Human Resources	2022/4/1	Full-Time	¥ 289,380.00	15.38%	CNY	CEBP	¥ 44,507.00						$45,989.94
Zhou	Joer	Shenzhen	Software Platform	Engineer II, Software	2023/12/25	Full-Time	¥ 288,860.00	15.38%	CNY	CEBP	¥ 44,427.00						$45,907.30

Chen	Xiaoxiao	Shenzhen	Firmware Testing & Certification	Senior Engineer I, Firmware Testing	2021/12/20	Full-Time	¥ 287,726.00	15.38%	CNY	CEBP	¥ 44,252.00						$45,727.00
Zhang	Tina	Shenzhen	Validation	Senior Engineer II, Validation	2023/4/14	Full-Time	¥ 286,000.00	15.38%	CNY	CEBP	¥ 43,987.00						$45,452.75
Chen	Abel	Shenzhen	BSP Firmware	Senior Engineer I, Firmware	2022/7/15	Full-Time	¥ 283,374.00	15.38%	CNY	CEBP	¥ 43,583.00						$45,035.40
Darabi-Ast	Zoltán	Hungary	Software Platform	Senior Engineer I, Software	2023/7/10	Full-Time	Ft 21,624,000.00	10.00%	HUF	MBO	Ft 2,162,400.00						$64,183.49
Zhao	Hawke	Shenzhen	BSP Firmware	Senior Engineer I, Firmware	2023/4/24	Full-Time	¥ 275,080.00	15.38%	CNY	CEBP	¥ 42,307.00						$43,717.22
Gu	Raymond	Shenzhen	Manufacturing Test	Senior Engineer I, Manufacturing Test	2017/4/24	Full-Time	¥ 274,073.00	15.38%	CNY	CEBP	¥ 42,152.00						$43,557.16
Luo	Robin	Shenzhen	Host Software	Senior Engineer I, SCM	2022/9/20	Full-Time	¥ 273,260.00	15.38%	CNY	CEBP	¥ 42,027.00						$43,427.96
Li	Allen	Shenzhen	RF	Senior Engineer II, RF	2017/5/8	Full-Time	¥ 273,117.00	15.38%	CNY	CEBP	¥ 42,005.00						$43,405.23
Jamnitzky	Róbert	Hungary	System Architecture	System Architect	2022/11/1	Full-Time	Ft 21,436,800.00	10.00%	HUF	MBO	Ft 2,143,680.00						$63,627.85
Luo	Crystal	Shenzhen	Manufacturing	New Production Introduction Engineer	2023/11/1	Full-Time	¥ 273,000.00	15.38%	CNY	CEBP	¥ 41,987.00						$43,386.64
Ouyang	Sunny	Shenzhen	Human Resources	Recruitment Manager	2022/4/29	Full-Time	¥ 273,000.00	15.38%	CNY	CEBP	¥ 41,987.00						$43,386.64
Lu	June	Shenzhen	Front Office	Senior Engineer I, Firmware	2020/12/31	Full-Time	¥ 272,278.00	15.38%	CNY	CEBP	¥ 41,876.00						$43,271.90
Fu	Xiaoxiang	Shenzhen	Reliability & Mechanical	Senior Engineer II, Reliability	2021/1/25	Full-Time	¥ 271,841.00	15.38%	CNY	CEBP	¥ 41,809.00						$43,202.48
Kalapos	Attila	Hungary	Software Platform	Senior Engineer I, Software	2023/9/1	Full-Time	Ft 21,175,200.00	10.00%	HUF	MBO	Ft 2,117,520.00						$62,851.38
Pi	Ailsa	Shenzhen	Validation	Senior Engineer II, Validation	2015/8/24	Full-Time	¥ 268,629.00	15.38%	CNY	CEBP	¥ 41,315.00						$42,692.01
Peng	Summer	Shenzhen	Validation	Senior Engineer II, Validation	2015/7/16	Full-Time	¥ 268,463.00	15.38%	CNY	CEBP	¥ 41,290.00						$42,665.70
Xiao	Jane	Shenzhen	BSP Firmware	Engineer II, Firmware	2023/4/17	Full-Time	¥ 267,540.00	15.38%	CNY	CEBP	¥ 41,148.00						$42,519.01
Chen	Jami	Shenzhen	RF	Senior Engineer I, RF	2016/6/6	Full-Time	¥ 266,856.00	15.38%	CNY	CEBP	¥ 41,043.00						$42,410.33
Shan	Mary	Shenzhen	Product Integration	Senior Engineer I, Product Integration	2018/2/26	Full-Time	¥ 265,989.00	15.38%	CNY	CEBP	¥ 40,909.00						$42,272.45

Tan	Jevon	Shenzhen	Software Platform	Engineer II, Software	2022/12/20	Full-Time	¥ 263,055.00	15.38%	CNY	CEBP	¥ 40,458.00						$41,806.20
Xiao	Shell	Shenzhen	BSP Firmware	Senior Engineer I, Firmware	2016/11/7	Full-Time	¥ 262,996.00	15.38%	CNY	CEBP	¥ 40,449.00						$41,796.83
Luo	Jackie	Shenzhen	BSP Firmware	Senior Engineer I, Firmware	2021/4/6	Full-Time	¥ 262,885.00	15.38%	CNY	CEBP	¥ 40,432.00						$41,779.20
Su	Coney	Shenzhen	Front Office	Engineer II, Firmware	2023/6/19	Full-Time	¥ 260,000.00	15.38%	CNY	CEBP	¥ 39,998.00						$41,322.04
Chen	Jay	Shenzhen	Validation	Senior Engineer II, Validation	2023/9/15	Full-Time	¥ 260,000.00	15.38%	CNY	CEBP	¥ 39,988.00						$41,320.66
Lai	Daniel	Shenzhen	BSP Firmware	Engineer II, Firmware	2023/11/2	Full-Time	¥ 260,000.00	15.38%	CNY	CEBP	¥ 39,988.00						$41,320.66
Yao	Carolyn	Shenzhen	Firmware Testing & Certification	Engineer II, Firmware Testing	2024/6/17	Full-Time	¥ 260,000.00	15.38%	CNY	CEBP	¥ 39,988.00						$41,320.66
Feng	Neil	Shenzhen	Protocol Firmware	Senior Engineer I, Firmware	2022/8/8	Full-Time	¥ 259,163.00	15.38%	CNY	CEBP	¥ 39,859.00						$41,187.60
Wu	Zilli	Shenzhen	Firmware Testing & Certification	Senior Engineer I, Firmware Testing	2022/11/21	Full-Time	¥ 256,698.00	15.38%	CNY	CEBP	¥ 39,480.00						$40,795.87
Nong	Nico	Shenzhen	Validation	Senior Engineer I, Validation	2018/1/2	Full-Time	¥ 255,984.00	15.38%	CNY	CEBP	¥ 39,370.00						$40,682.37
Czihó	András	Hungary	Software Platform	Senior Engineer I, Software	2023/9/11	Full-Time	Ft 19,929,600.00	10.00%	HUF	MBO	Ft 1,992,960.00						$59,154.24
Yang	Lares	Shenzhen	Product Integration	Senior Engineer II, Product Integration	2019/12/2	Full-Time	¥ 251,791.00	15.38%	CNY	CEBP	¥ 38,725.00						$40,015.98
Cao	Lolly	Shenzhen	Validation	Senior Engineer II, Validation	2010/4/22	Full-Time	¥ 250,114.00	15.38%	CNY	CEBP	¥ 38,468.00						$39,749.59
He	Lucy	Shenzhen	Front Office	Engineer II, Software	2016/1/15	Full-Time	¥ 248,661.00	15.38%	CNY	CEBP	¥ 38,244.00						$39,518.60
Huang	Bonnie	Shenzhen	Validation	Senior Engineer I, Validation	2018/8/20	Full-Time	¥ 248,067.00	15.38%	CNY	CEBP	¥ 38,153.00						$39,424.24
Liu	Bruce	Shenzhen	Validation	Senior Engineer I, Validation	2008/7/22	Full-Time	¥ 247,187.00	15.38%	CNY	CEBP	¥ 38,017.00						$39,284.30
Vida	Peter	Hungary	Software Platform	Senior Engineer I, Software	2023/4/1	Full-Time	Ft 19,188,000.00	10.00%	HUF	MBO	Ft 1,918,800.00						$56,953.05
Roets	Stephanie	France	Customer Service	Customer Service Manager	2009/11/2	Full-Time	€ 55,377.00	10.00%	EUR	MBO	€ 5,538.00						$65,179.05
Qu	Seven	Shenzhen	Validation	Senior Engineer I, Validation	2018/6/26	Full-Time	¥ 244,244.00	15.38%	CNY	CEBP	¥ 37,565.00						$38,816.67

Zhang	Rinne	Shenzhen	Software	Engineer II, Software	2018/5/9	Full-Time	¥ 242,689.00	15.38%	CNY	CEBP	¥ 37,326.00						$38,569.56
Zhang	Niki	Shenzhen	RF	Senior Engineer I, RF	2016/7/1	Full-Time	¥ 240,837.00	15.38%	CNY	CEBP	¥ 37,041.00						$38,275.21
Sang	May	Shenzhen	Validation	Engineer II, Validation	2024/3/1	Full-Time	¥ 240,500.00	15.38%	CNY	CEBP	¥ 36,989.00						$38,221.63
Szabados	Lajos	Hungary	System Architecture	System Architect	2023/6/27	Full-Time	Ft 18,846,000.00	10.00%	HUF	MBO	Ft 1,884,600.00						$55,937.94
Mészáros	Péter	Hungary	Software Platform	Senior Engineer I, Software	2023/9/11	Full-Time	Ft 18,684,000.00	10.00%	HUF	MBO	Ft 1,868,400.00						$55,457.10
Rozsnyai	Andor	Hungary	Software Platform	Senior Engineer I, Software	2023/7/10	Full-Time	Ft 18,684,000.00	10.00%	HUF	MBO	Ft 1,868,400.00						$55,457.10
Wei	Wei	Suzhou	NPI/Manufacturing Eng	Senior Analyst, Manufacturing Systems Engineering	2021/2/3	Full-Time	¥ 236,651.00	15.38%	CNY	CEBP	¥ 36,397.00						$37,609.92
Szőcs	István Lóránt	Hungary	Software Platform	Senior Engineer I, Software	2023/1/1	Full-Time	Ft 18,480,000.00	10.00%	HUF	MBO	Ft 1,848,000.00						$54,851.59
Li	Lincoln	Shenzhen	RF	Engineer II, RF	2023/8/14	Full-Time	¥ 230,685.00	15.38%	CNY	CEBP	¥ 35,479.00						$36,661.71
Jiang	Panzer	Suzhou	Quality	Failure Analysis Manager	2021/1/11	Full-Time	¥ 352,878.00	10.00%	CNY	MBO	¥ 35,288.00						$53,466.39
Kőszegi	Gábor	Hungary	Software Platform	Senior Engineer I, Software	2023/5/30	Full-Time	Ft 18,000,000.00	10.00%	HUF	MBO	Ft 1,800,000.00						$53,426.88
Yu	Margie	Shenzhen	Finance	Manager, Accounting	2012/6/25	Full-Time	¥ 233,496.00	15.00%	CNY	MBO	¥ 35,024.00						$36,986.23
Cui	Tinker	Shenzhen	Manufacturing Test	Senior Engineer I, Manufacturing Test	2015/10/26	Full-Time	¥ 227,283.00	15.38%	CNY	CEBP	¥ 34,956.00						$36,121.07
Huang	Maki	Shenzhen	Host Software	Senior Engineer I, Host Software	2021/10/11	Full-Time	¥ 225,856.00	15.38%	CNY	CEBP	¥ 34,737.00						$35,894.35
Zheng	Jacob	Shenzhen	BSP Firmware	Engineer II, Firmware	2021/7/20	Full-Time	¥ 225,061.00	15.38%	CNY	CEBP	¥ 34,614.00						$35,767.91
Lai	Duke	Shenzhen	Baseband	Engineer I, Baseband	2023/8/1	Full-Time	¥ 224,094.00	15.38%	CNY	CEBP	¥ 34,466.00						$35,614.33
Zhang	April	Shenzhen	BSP Firmware	Engineer II, Firmware	2022/8/15	Full-Time	¥ 222,947.00	15.38%	CNY	CEBP	¥ 34,289.00						$35,431.96
Liu	Carl	Shenzhen	Front Office	Engineer II, Firmware	2016/4/6	Full-Time	¥ 222,361.00	15.38%	CNY	CEBP	¥ 34,199.00						$35,338.84
Yang	Echo	Suzhou	Supply Chain	Production Manager	2020/9/14	Full-Time	¥ 341,058.00	10.00%	CNY	MBO	¥ 34,106.00						$51,675.48
Wunderlich	Gábor	Hungary	Software Platform	Senior Engineer I, Software	2023/3/1	Full-Time	Ft 17,362,800.00	10.00%	HUF	MBO	Ft 1,736,280.00						$51,535.56
Abinader	Nathalie	France	Human Resources	Senior Human Resources Manager	2022/6/14	Full-Time	€ 50,000.00	10.00%	EUR	MBO	€ 5,000.00						$58,850.00
Fu	Russell	Shenzhen	RF	Engineer II, RF	2023/8/14	Full-Time	¥ 217,503.00	15.38%	CNY	CEBP	¥ 33,452.00						$34,566.80

Zhou	Eamon	Shenzhen	Software Platform	Engineer II, Software	2022/9/1	Full-Time	¥ 214,944.00	15.38%	CNY	CEBP	¥ 33,058.00						$34,160.06
Li	Matt	Shenzhen	BSP Firmware	Engineer II, Firmware	2021/7/28	Full-Time	¥ 213,915.00	15.38%	CNY	CEBP	¥ 32,900.00						$33,996.56
Huang	Peiwen	Shenzhen	Reliability & Mechanical	Senior Engineer I, Mechanical	2022/5/11	Full-Time	¥ 213,899.00	15.38%	CNY	CEBP	¥ 32,898.00						$33,994.08
Tian	Trump	Shenzhen	Manufacturing Test	Engineer II, Manufacturing Test	2023/4/3	Full-Time	¥ 213,408.00	15.38%	CNY	CEBP	¥ 32,822.00						$33,915.98
Gerely	László	Hungary	Engineering Process	Quality Assurance Engineer	2023/8/1	Full-Time	Ft 16,660,800.00	10.00%	HUF	MBO	Ft 1,666,080.00						$49,451.92
He	Rick	Shenzhen	Protocol Firmware	Engineer II, Protocol Firmware	2021/12/15	Full-Time	¥ 211,812.00	15.38%	CNY	CEBP	¥ 32,577.00						$33,662.40
Su	Dorisa	Shenzhen	Purchasing	Senior Buyer	2022/3/21	Full-Time	¥ 211,799.00	15.38%	CNY	CEBP	¥ 32,575.00						$33,660.33
Zhao	Candy	Suzhou	Quality	Supplier Quality Manager	2023/3/28	Full-Time	¥ 324,480.00	10.00%	CNY	MBO	¥ 32,448.00						$49,163.64
Chen	Qian	Shenzhen	Hardware	Engineer I, Hardware	2011/7/4	Full-Time	¥ 200,536.00	15.38%	CNY	CEBP	¥ 30,842.00						$31,870.25
Kapcsos	David	Hungary	Software Platform	Product Owner	2024/3/11	Full-Time	Ft 15,600,000.00	10.00%	HUF	MBO	Ft 1,560,000.00						$46,303.29
Deng	Davis	Shenzhen	Baseband	Engineer I, Baseband	2023/7/3	Full-Time	¥ 197,730.00	15.38%	CNY	CEBP	¥ 30,411.00						$31,424.38
Elkah	Fadwa	France	Human Resources	Recruitment Manager	2023/2/1	Full-Time	€ 43,680.00	10.00%	EUR	MBO	€ 4,368.00						$51,411.36
Lin	Lydia	Shenzhen	Product Integration	Engineer II, Product Integration	2020/12/31	Full-Time	¥ 183,520.00	15.38%	CNY	CEBP	¥ 28,225.00						$29,165.98
Li	Luka	Shenzhen	Protocol Firmware	Engineer I, Protocol Firmware	2022/8/16	Full-Time	¥ 182,000.00	15.38%	CNY	CEBP	¥ 27,992.00						$28,924.52
Wen	Sam	Shenzhen	Software	Engineer I, Software	2023/8/1	Full-Time	¥ 182,000.00	15.38%	CNY	CEBP	¥ 27,992.00						$28,924.52
Xia	Biny	Shenzhen	BSP Firmware	Engineer I, Firmware	2023/8/21	Full-Time	¥ 182,000.00	15.38%	CNY	CEBP	¥ 27,992.00						$28,924.52
Cai	Vicky	Shenzhen	Finance	FP&A	2022/6/24	Full-Time	¥ 266,049.00	10.00%	CNY	MBO	¥ 26,605.00						$40,310.47
Xie	Sophia	Suzhou	Supply Chain	Coordinator, Logistics	2020/10/26	Full-Time	¥ 168,995.00	15.38%	CNY	CEBP	¥ 25,991.00						$26,857.58
He	Carrie	Shenzhen	Manufacturing Test	Engineer II, Manufacturing Test	2020/12/31	Full-Time	¥ 166,094.00	15.38%	CNY	CEBP	¥ 25,545.00						$26,396.56
Guan	Grace	Shenzhen	Finance	Accountant	2020/12/8	Full-Time	¥ 155,459.00	15.38%	CNY	CEBP	¥ 23,910.00						$24,706.47
Bucher	Renaud	France	System Engineering	Staff Engineer, Software	2015/7/1	Full-Time	€ 67,189.00	5.00%	EUR	MBO	€ 3,359.00						$75,486.36
Chan	Kit	Hong Kong	Customer Service	Customer Service Manager	2016/12/8	Full-Time	$ 441,457.00	5.00%	HKD	MBO	$ 22,073.00						$59,395.70
Mao	Lisa	Suzhou	Operations	Product Coordinator	2021/10/13	Full-Time	¥ 130,221.00	15.38%	CNY	CEBP	¥ 20,028.00						$20,695.45
Zhuo	Emily	Shenzhen	Facility Management	Office Administrator	2021/10/11	Full-Time	¥ 130,221.00	15.38%	CNY	CEBP	¥ 20,028.00						$20,695.45

Zhang	Candice	Shenzhen	Human Resources	HR Administrator	2022/9/26	Full-Time	¥ 122,850.00	15.38%	CNY	CEBP	¥ 18,894.00						$19,523.97
Chio	Caiden	Hong Kong	Supply Chain	Manager, Planning	2019/10/14	Full-Time	$ 396,497.00	5.00 %	HKD	MBO	$ 19,825.00						$53,346.57
El Harami	Yassine	France	System Engineering	Staff Engineer, Software	2024/2/19	Full-Time	€ 54,000.00	5.00 %	EUR	MBO	€ 2,700.00						$60,669.00
Zhou	Xuanyi	France	FP&A	FP&A Analyst	2021/6/7	Full-Time	€ 49,993.00	5.00 %	EUR	MBO	€ 2,500.00						$56,167.51
Song	Elaine	Shenzhen	Finance	AP Accountant	2023/7/10	Full-Time	¥ 106,600.00	15.38%	CNY	CEBP	¥ 16,395.00						$16,941.46
Debureaux	Franslize	France	Facility Management	Office Manager	2021/1/18	Full-Time	€ 45,760.00	5.00 %	EUR	MBO	€ 2,288.00						$51,411.36
Lacotte	Anne-Cecile	France	Customer Service	Customer Service Representative	2017/5/3	Full-Time	€ 44,464.00	5.00 %	EUR	MBO	€ 2,223.00						$49,955.09
Balogh	Bálint	Hungary	Software Platform	Engineer II, Software	2023/11/2	Full-Time	Ft 14,673,600.00	5.00 %	HUF	MBO	Ft 733,680.00						$41,573.88
Abdennaime	Zaineb	France	System Engineering	Data Analyst Junior	2023/10/2	Full-Time	€ 42,000.00	5.00 %	EUR	MBO	€ 2,100.00						$47,187.00
Yaddula	Dinesh Reddy	France	IT	IT Specialist	2024/5/13	Full-Time	€ 42,000.00	5.00 %	EUR	MBO	€ 2,100.00						$47,187.00
Chen	Marissa Yiyi	France	Supply Chain	Coordinator, Logistics	2021/1/4	Full-Time	€ 39,356.00	5.00 %	EUR	MBO	€ 1,968.00						$44,216.68
Réti	Dávid	Hungary	Software Platform	Engineer I, Software	2023/9/4	Full-Time	Ft 13,200,000.00	5.00 %	HUF	MBO	Ft 660,000.00						$37,398.81
Zardikán	Orgilbold	Hungary	Software Platform	Engineer II, Software	2023/2/1	Full-Time	Ft 11,664,000.00	5.00 %	HUF	MBO	Ft 583,200.00						$33,046.95
Varju	Benjamin	Hungary	Software Platform	Engineer II, Software	2023/7/11	Full-Time	Ft 11,587,200.00	5.00 %	HUF	MBO	Ft 579,360.00						$32,829.36
Vágó	Attila	Hungary	Software Platform	Engineer I, Software	2023/3/4	Full-Time	Ft 10,771,200.00	5.00 %	HUF	MBO	Ft 538,560.00						$30,517.43
Kulcsár	Levente	Hungary	Software Platform	Engineer I, Software	2023/9/12	Full-Time	Ft 10,587,600.00	5.00 %	HUF	MBO	Ft 529,380.00						$29,997.25
Ifkovics	Barnabas	Hungary	Software Platform	Engineer I, Software	2023/6/5	Full-Time	Ft 9,900,000.00	5.00 %	HUF	MBO	Ft 495,000.00						$28,049.11
Zardikán	Najman Dzsanbolat	Hungary	Software Platform	Engineer I, Software	2023/7/5	Full-Time	Ft 9,529,920.00	5.00 %	HUF	MBO	Ft 476,496.00						$27,000.58
Simon	Mark	Hungary	Software Platform	Engineer I, Software	2023/9/11	Full-Time	Ft 9,408,000.00	5.00 %	HUF	MBO	Ft 470,400.00						$26,655.15
Joó	Krisztina	Hungary	Facility Management	Office Manager	2023/6/12	Full-Time	Ft 9,072,000.00	5.00 %	HUF	MBO	Ft 453,600.00						$25,703.18
Cao	Anh Tuan	Hungary	Software Platform	Engineer I, Software	2023/9/11	Full-Time	Ft 8,968,320.00	5.00 %	HUF	MBO	Ft 448,416.00						$25,409.43
Kocziha	Barnabás	Hungary	Software Platform	Engineer, Assistant	2023/9/1	Part-Time	Ft 5,231,520.00	5.00 %	HUF	MBO	Ft 261,576.00						$14,822.17
Sólyom	Bálint	Hungary	Software Platform	Engineer, Assistant	2023/6/20	Part-Time	Ft 4,359,600.00	5.00 %	HUF	MBO	Ft 217,980.00						$12,351.81
Dressler	Joachim Otto	Germany	Sales	Senior Sales Management Expert	2020/12/1	Part-Time	€ 6,240.00	0.00 %	EUR	Commissions	€ 0.00				20 %	€ 1,248.00	$8,012.16

Kohn	Celina	Shenzhen	None	Intern	2024/6/3	Intern	€ 1,000.00	0.00 %	EUR		€ 0.00						$1,070.00

Contractors:

Last Name	First Name	Location	Department	Reporting to	Job Title	Hire Date	Employment Status	Pay rate per Year	Hourly rate	Bonus rate %	Currency	Bonus type	Bonus amount	LTI rate	LTI amount	total	USD total
Mao	Evan	Canada		Wei Xu	Independent Contractor	2023/1/3	Contractor	$ 142,000.00		30.00 %	CAD	MBO	$ 42,600.00	20.00 %	$ 28,400.00	$ 213,000.00	$ 155,474.45
Lai	Carlton	United Kingdom	Quality	Berta Lasierra Muniz	RMA Manager APAC	2022/5/19	Contractor	£ 52,884.00		10.00 %	GBP	MBO	£ 5,288.00			£ 58,172.00	$ 73,635.44
Li	Wen	Shenzhen	Software Platform	Jack Zeng	Application Software Engineer	2022/7/4	Contractor	¥ 456,000.00			CNY					¥ 456,000.00	$ 62,809.92
Li	Kent	Shenzhen	Product Integration	Stone Li	Senior Engineer I, Product Integration	2023/8/8	Contractor	¥ 456,000.00			CNY					¥ 456,000.00	$ 62,809.92
Liu	Vane	Shenzhen	BSP Firmware	Vincent Liu	Embedded Software Engineer, BSP	2022/9/2	Contractor	¥ 456,000.00			CNY					¥ 456,000.00	$ 62,809.92
Luo	Shilu	Shenzhen	Software	Bing Huang	Application Software Engineer	2022/5/9	Contractor	¥ 456,000.00			CNY					¥ 456,000.00	$ 62,809.92
Babu	Ravindra	India	System Engineering	Inigo Leturia	Staff Engineer, Software	2021/10/1	Contractor	$ 44,880.00		10.00 %	USD	MBO	$ 11,000.00			$ 55,880.00	$ 55,880.00
Cai	Benson	Shenzhen	RF	Francis Chen	RF Engineer	2023/5/8	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Chen	Ethan	Shenzhen	V2X	Clark Huang	Embedded Software Engineer, V2X	2023/7/21	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Deng	Yama	Shenzhen	BSP Firmware	Vincent Liu	Embedded Software Engineer, BSP	2022/7/29	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Han	Aurora	Shenzhen	Software Integration	Xin Wang	Software Integration Engineer	2024/4/18	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Hu	Frank	Shenzhen	V2X	Clark Huang	Embedded Software Engineer, V2X	2023/8/15	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Huang	Holly	Shenzhen	BSP Firmware	Vincent Liu	Embedded Software Engineer, BSP	2023/7/28	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Huang	Jinkuan	Shenzhen	Software	Bing Huang	Software Engineer	2023/10/20	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Kuang	Xiaochun	Shenzhen	RF	Francis Chen	RF Engineer	2023/12/4	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Lei	Blaize	Shenzhen	V2X	Clark Huang	Embedded Software Engineer, Software	2023/3/2	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Li	Leo	Shenzhen	V2X	Clark Huang	Embedded Software	2023/7/10	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12

					Engineer, V2X												
Meng	Felix	Shenzhen	Software	Bing Huang	Application Software Engineer	2023/1/29	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Pang	Fred	Shenzhen	Software Platform	Jack Zeng	Application Software Engineer	2022/11/1	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Qin	Chi	Shenzhen	Hardware	Edward Ma	Baseband Engineer	2023/7/10	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Ren	Eric	Shenzhen	RF	Francis Chen	RF Engineer	2023/6/19	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Su	Shirley	Shenzhen	BSP Firmware	Vincent Liu	Embedded Software Engineer, BSP	2022/6/14	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Wu	Roxy	Shenzhen	Product Integration	Stone Li	Integration Engineer	2023/8/1	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Xie	Rey	Shenzhen	Protocol Firmware	Tony Lv	Embedded Software Engineer, Protocol	2023/12/22	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Yu	Carlos	Shenzhen	Manufacturing Test	Jet Yan	Driver Engineer	2023/8/28	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Zhang	Evan	Shenzhen	Software	Bing Huang	Application Software Engineer	2023/2/20	Contractor	¥ 378,000.00			CNY					¥ 378,000.00	$ 52,066.12
Gong	Amy	Shenzhen	Software	Bing Huang	Application Software Engineer	2022/10/17	Contractor	¥ 264,000.00			CNY					¥ 264,000.00	$ 36,363.64
Peng	Jack	Shenzhen	BSP Firmware	Vincent Liu	Embedded Software Engineer, BSP	2022/4/27	Contractor	¥ 264,000.00			CNY					¥ 264,000.00	$ 36,363.64
Tse	Andrew	Hong Kong	Facility Management	Christiane Dheim	Office Administrator	2021/5/3	Contractor	$ 86,400.00			HKD					$ 86,400.00	$ 11,076.92
Alfonsi	Pierre	France	Product Marketing	Olivier Helleux	Technical Product Manager	2023/1/23	Contractor		€ 700.00		EUR					0.00	
Hautemaniere	Mette	France	Marketing Communication	Andreas Kohn	Director, Marketing Communication	2020/12/10	Contractor		€ 107.50		EUR					0.00	

For participation in health, welfare and retirement plans, please refer to Section 4.12(a) Employee benefit plans.

Section 4.13 (b)

- Munich Labour Court decision issued on 18 December 2023 between RW Germany and Guillaume Martel: the remuneration should be calculated on the basis of a monthly basic salary of €10,300.00 gross to which the Guillaume Martel is entitled, a monthly bonus of €4,120.00 gross and a car allowance of 680.00 € gross
- Labor court Solingen Decision between RW Germany and Stefan Roll dated 6 February 2024: RW Germany shall pay Stefan Roll a gross severance payment of € 40,000.00 as compensation for the loss of his job in accordance with §§ 9, 10 KSchG
- RW France will pay an amount of estimated to be €300k in September 2024 to terminate the employment agreement of Sylvain Ogier.

Section 4.14 (a)

Permits

1. Business licenses and certificates of RW Group:

Company name	**Certificates**
Rolling Wireless S.à r.l.	Rolling Wireless_RCS excerpt
	Business license
Rolling Wireless Germany GmbH	CR excerpt
Rolling Wireless France	Extrait Kbis
Rolling Wireless Technology (H.K.) Limited	Certificate of Incorporation
	Business Registration Certificate
Rolling Wireless K.R. Limited	Business license
Rolling Wireless J.P. Limited	Registration Certificate
锐凌无线通讯科技（深圳）有限公 Rolling Wireless Communication Technology (Shenzhen) Ltd	Business license
Rolling Wireless Hungary	Company Extract
Rolling Wireless Pte.Ltd.	Certificate of Incorporation

2. The following permits or product certifications:

Modules	Operators	Regulatory	Industry	Owner
AR7552	AT&T	FCC; Industry Canada	PTCRB	RWS LUX
AR7582	AT&T; Rogers;T-Mobile; Verizon	FCC; Industry Canada	GCF; PTCRB	RWS LUX
AR7582-1	AT&T; Rogers;T-Mobile; Verizon	FCC; Industry Canada; IFETEL	GCF; PTCRB	RWS LUX
AR7584	Vodafone	CE; FCC	GCF	RWS LUX

AR7586		CCC		RWS LUX
AR7588	Docomo	JRF; JPA; Anatel; ACMA;	N/A	RWS LUX
AR7592-1	AT&T; Rogers;T-Mobile; Verizon	FCC; Industry Canada; IFETEL	GCF; PTCRB	RWS LUX
AR7594	Vodafone	CE; FCC	GCF	RWS LUX
AR7596		CCC		RWS LUX
AR7598	Docomo; KT; Telstra	JRF; JPA; KC; ACMA; Anatel	GCF	RWS LUX
RL9422	AT&T; Rogers;T-Mobile; Verizon	FCC; Industry Canada	GCF; PTCRB	RWS LUX
RL9424	Vodafone	CE; UKCA; FCC	GCF	RWS LUX
RL9428	KT; Telstra	JRF; JPA; KC; ACMA; Anatel	GCF	RWS LUX
RN932A		FCC; Industry Canada	PTCRB	RWS LUX
RN934A	Vodafone	CE; FCC	GCF	RWS LUX
RN932N		FCC		RWS LUX
RN937N		JRF; JPA		RWS LUX

3. IMEI TAC blocks associated with Automotive Network Access Devices, maintained by GSMA and obtained from CTIA or BABT.

4. IEEE MAC Address Block associated with Automotive Network Access Devices

5. ISO 9001:2015 with scope of Design, development, support and fabless manufacture of wireless communications for automotive market.

6. Automotive SPICE® Capability Level 3 on RN9 Automotive 5G Module(eCall) Project

7. ISO 26262:2018 (Parts 2,3,4,5,6,7 partly,8,9) associated with functional safety management system process (up to ASIL D)

Section 4.15(b)

Leased Real Property

Vendor	Location	Description	Start Date (MM/DD/YY)	End Date (MM/DD/YY)	Remarks
FINOFO	France	Office rent	2021/2/1	2027/1/31	
SEED BOX	Luxembourg	Office rent	2023/5/1	2025/4/30	
SABINE EQUART	Luxembourg	Apartment	2022/12/1		
KILB Kft	Hungary	Office rent	2023/6/1	2028/5/31	
深圳市国家自主创新示范区服务中心 Shenzhen National Innovation Demonstration Zone Service Center	China Shenzhen	Office rent	2024/4/1	2026/3/31	
Servcorp	Japan	Office rent	2023/4/1	2024/3/31	Renew: auto renew
Workin	Korea	Office rent	2021/1/1	2022/1/1	Renew: auto renew for one year
Cornerstone	Korea	Registered address rent	2024/3/1	2025/2/29	
Hong Kong Science and Technology Parks Corporation	Hong Kong	Office rent	2023/1/8	2026/1/7	

Real property occupied by RW Group:

Vendor	Location	Description	Start Date (MM/DD/YY)	End Date (MM/DD/YY)
Fibocom Wireless Inc.	China Shenzhen	Use of equipment (office supplies)	2024/7/1	2026/6/30

Section 4.16

Intellectual Property

(a)

(i) Registered Intellectual Property

Patents

NO.	**Country**	Application NO.	Filing date	Patent name	Grant date	Expiry date	Patent type	Owner
1	China	200880103624 9	2008/8/18	Systems and methods for providing trust in emergency services in a packet data network	2016/3/16	2028/8/18	invention patent	Rolling Wireless S.à r.l.
2	China	202120740498 0	2021/4/12	Direct current power supply device and wireless communication module system	2021/10/29	2031/4/12	utility model patent	Rolling Wireless S.à r.l.
3	China	202110535493 9	2021/5/17	Method and apparatus for sending a distress signal in a non-signaling mode	2023/3/28	2041/5/17	invention patent	Rolling Wireless S.à r.l.
4	China	202122338794 0	2021/9/26	Shielding case and a wireless communication module	2022/3/15	2031/9/26	utility model patent	Rolling Wireless S.à r.l.
5	China	202111288368 9	2021/11/2	A method, apparatus, electronic device and storage medium for storing a fault log	2024/4/2	2041/11/2	invention patent	Rolling Wireless S.à r.l.
6	China	202122573447 6	2021/10/25	Printed circuit board	2023/7/21	2031/10/25	utility model patent	Rolling Wireless S.à r.l.
7	China	202122497230 1	2021/10/15	Circuit board, wireless communication module and electronic equipment	2022/5/10	2031/10/15	utility model patent	Rolling Wireless S.à r.l.
8	China	202122604985 7	2021/10/27	Wireless communication module	2022/5/10	2031/10/27	utility model patent	Rolling Wireless S.à r.l.
9	China	202123427063X	2021/12/31	An equipment debugging system	2022/9/6	2031/12/31	utility model patent	Rolling Wireless S.à r.l.
10	China	202123367404 9	2021/12/28	Control device of a universal serial bus (USB) device and an automatic test system	2022/9/6	2031/12/28	utility model patent	Rolling Wireless S.à r.l.
11	China	202223137415 2	2022/11/24	Wireless communication modules and electronic equipment	2023/7/21	2031/11/24	utility model patent	Rolling Wireless S.à r.l.
12	China	202330754444 4	2023/11/17	Controller	2024/5/24	2033/11/17	Design Patents	Rolling Wireless S.à r.l.
13	China	202330743504 2	2023/11/14	Wireless Communication Modules	2024/5/24	2033/11/14	Design Patents	Rolling Wireless S.à r.l.
14	the United	US12193255	2008/8/18	Systems and Methods/or Providing Emergency Service Trust in Packet Data Networks	2013/7/30	2032/1/2	invention atent	Rolling Wireless S.à r.l.

	States							
15	the United States	US10330688	2002/12/26	Control and Status Protocol Between a Data Device and a Wireless Communication Unit	2011/4/12	2028/11/5	invention atent	Rolling Wireless S.à r.l.
16	the United States	US13368914	2012/2/8	Method and System/or Forwarding Data Between Network Devices	2015/5/19	2032/2/8	invention atent	Rolling Wireless S.à r.l.
17	the United States	US15010192	2016/1/29	Method and system/or Providing and Using Enhanced Primary Synchronization Signal/or LTE	2019/2/5	2036/1/29	invention atent	Rolling Wireless S.à r.l.
18	the United States	US12711067	2010/2/23	Apparatus Providing Plural Wireless Transceivers Within a Desired Power Budget and Associated Method	2013/3/5	2030/2/23	invention atent	Rolling Wireless S.à r.l.
19	the United States	US13561313	2012/7/30	Method and System/or Interacting with a Vehicle over a Mobile Radiotelephone Network	2013/10/1	2032/7/30	invention atent	Rolling Wireless S.à r.l.
20	the United States	US14079936	2013/11/14	Method and system/or Managing Subscriber Identity Modules on Wireless Networks for Machine-to-Machine Applications	2016/8/9	2033/11/14	invention atent	Rolling Wireless S.à r.l.
21	the United States	US14934038	2015/11/5	Method and Apparatus for communication of System Information in a Wireless System	2018/8/14	2035/11/5	invention atent	Rolling Wireless S.à r.l.
22	the United States	US13956008	2013/7/31	Method and System/or Facilitating Transmission of TTI Bundles Via a LTE Downlink Channel	2017/9/19	2033/7/31	invention atent	Rolling Wireless S.à r.l.

Trademarks

NO.	Countries and regions	ROLLING WIRELESS LOGO	Category (International Classification)	Application NO.	Application date	Registration NO.	Registration date	Expiry date	Owner
1	European Union		9	018307056	2020/9/15	18307056	2021/1/1	2030/9/15	Rolling Wireless S.à r.l.
2	Canada		9	2051662	2020/9/15	TMA1170835	2023/3/15	2033/3/15	Rolling Wirel

									ess S.à r.l.
3	Republic of Korea		9	40-2020-0168262	2020/9/21	40-1830257	2022/2/8	2032/2/8	Rolling Wireless S.à r.l.
4	HONG KONG		9	305391162	2020/9/15	305391162	2020/9/15	2030/9/14	Rolling Wireless S.à r.l.
5	the United States		9	90200556	2020/9/22	6584778	2021/12/7	2031/12/7	Rolling Wireless S.à r.l.
6	Japan		9	2020-119042	2020/9/25	6431150	2021/8/19	2031/8/19	Rolling Wireless S.à r.l.
7	China		9	49743955A	2020/9/14	49743955A	2021/8/14	2031/8/13	Rolling Wireless S.à r.l.
8	European Union		9	018325797	2020/10/26	018325797	2021/2/12	2030/10/26	Rolling Wireless S.à r.l.
9	Britain		9	UK00003677714	2021/8/5	UK00003677714	2021/12/3	2031/12/3	Rolling Wireless S.à r.l.
10	Canada		9	2059589	2020/10/23	TMA1170971	2023/3/15	2033/3/15	Rolling Wireless S.à r.l.
11	Republic of Korea		9	40-2020-0189665	2020/10/26	40-1836792	2022/2/23	2032/2/23	Rolling Wireless S.à r.l.
12	HONG KONG	ROLLING WIRELESS	9	305427964	2020/10/26	305427964	2020/10/26	2030/10/25	Rolling Wireless S.à r.l.
13	the United States		9	90285240	2020-10-28	6584867	2021/12/7	2031/12/7	Rolling Wireless S.à r.l.
14	Japan		9	2020-132582	2020-10-26	6443854	2021/9/16	2031/9/16	Rolling Wirel

									ess S.à r.l.
15	China		9	50658684	2020/10/23	50658684	2022/8/14	2032/8/13	Rolling Wireless S.à r.l.
16	China		9	69134067	2023/1/6	69134067	2023/10/21	2034/2/13	Rolling Wireless S.à r.l.
17	China		9	62524106	2022/2/10	62524106	2024/2/14	2033/10/20	Rolling Wireless S.à r.l.
18	China	ROLLING TECH	9	41419497	2019/9/30	41419497	2020/11/28	2030/11/27	Rolling Wireless S.à r.l.
19	China	ROLLING TECH	41	41438461	2019/9/30	41438461	2020/9/21	2030/9/20	Rolling Wireless S.à r.l.

(ii) IP License agreements

Assignment agreement between Rolling Wireless (H.K.) Limited and Rolling Wireless S.à r.l dated 30 June 2024.

Section 4.18(a)

Material Contracts

Customer Contracts

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Remark
1	Sales	Master Purchase Agreement	LG Electronics Inc.	Rolling Wireless Pte. Ltd.	2024/4/16	
2	Sales	Distribution Agreement	Nexty Electronics Corporation	Rolling Wireless (H.K.) Ltd.	2022/1/12	assignment consent letter signed in Apr. 2024

Customer LOIs:

- Letter of intent nominating Rolling Wireless as supplier of the 5G NAD module in the Stellantis RTCU-Project dated 28 October 2022 issued by JOYNEXT GmbH
- Letter of intent nominating Rolling Wireless France as the supplier taking charge of the development work of the vehicle parts for the RENAULT Project(s) dated 12 February 2024 issued by Renault Group Procurement

Supplier Contracts

Flex Agreements List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Consent Letter[1] Signed	Remark
2	MSA	AMENDED AND RESTATED MANUFACTURING SERVICES AGREEMENT	Rolling Wireless (H.K.) Ltd.	Flextronics Telecom Systems Ltd.,	2020/11/1	2024/4/2	With the Consent Letter and authorization from both RW HK and Fibocom, MSA will be transited to Rolling Wireless S.à r.l.

Qualcomm Agreements List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Remark
1	CSA	Components Supply Agreement	Rolling Wireless S.à r.l.	Qualcomm CDMA Technologies Asia-Pacific Pte. Ltd.	1-Jun-24	
2	CESA	AUTOMOTIVE CUSTOMER ENGINEERING SUPPORT FOR TELEMATICS	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
3	Assignment and Assumption Agreement	ASSIGNMENT, ASSUMPTION, TERMINATION AND AMENDMENT AGREEMENT	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
3.01	Software	Master Evaluation Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	13-Dec-20	Assigned
3.02	Software	Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	27-Jul-21	Assigned
3.03	Test Tools	All SW & HW Tools Agmt-DDM Eligible	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.04	TADA	Technical Assistance and Development Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.05	Licensing	QCM6125 Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
3.06	Licensing	AMSS9615 Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
3.07	Licensing	AMSS SA515M Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned

3.08	Licensing	AMSS9645 Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.		Assigned
3.09	Licensing	AMSS9607 Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
3.10	Licensing	AMSS6600 Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
3.11	Licensing	AMSS6240/6270 Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
3.12	Licensing	SA2150P Software Addendum to Master Software Agreement	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
3.13	Licensing	AMSS SA515M (for Use with SA2150P) SW Addend to MSA	Rolling Wireless (H.K.) Limited	Qualcomm Technologies, Inc.	31-Aug-21	Assigned
4	Licensing	ACCESS TO AND USE OF CERTAIN QTI SOFTWARE AND INFORMATION	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
5	Software	QTIL Product Kit License Agreement Version 10	Rolling Wireless S.à r.l.		1-Jun-24	For Export Compliance Assurance
7	Licensing	AMSS SA525M Software Addendum to Master Software Agreement	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
8	Licensing	SA522M Software Addendum to Master Software Agreement	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
9	Licensing	Use of QTI's WLAN Authentication and Privacy Infrastructure (WAPI) functionality Software	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
10	Licensing	Amendment to AMSS SA515M Software Addendum to Master Software Agreement	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
11	Licensing	Amendment to AMSS SA515M Software Addendum to Master	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	

		Software Agreement for use with SA2150P				
12	Licensing	Amendment to AMSS9645 Software Addendum to Master Software Agreement	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
13	Licensing	Amendment to AMSS9607 Software Addendum to Master Software Agreement	Rolling Wireless S.à r.l.	Qualcomm Technologies, Inc.	1-Jun-24	
14	Patent	EMBEDDED MODULE AND CONNECTED VEHICLE UNIT CHINESE PATENT LICENSE AGREEMENT	Rolling Wireless S.à r.l.	Qualcomm Incorporated	7-Jun-24	
15	Patent	EMBEDDED MODULE AND CONNECTED VEHICLE UNIT PATENT LICENSE AGREEMENT	Rolling Wireless S.à r.l.	Qualcomm Incorporated	7-Jun-24	

MediaTek Agreements List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated
1	License and Service	LICENSE AND SERVICES AGREEMENT	Rolling Wireless S.à r.l.	MediaTek Inc.	20-Dec-23
2	License and Service	Software Exhibit To The License and Services Agreement	Rolling Wireless S.à r.l.	MediaTek Inc.	5-Jan-24

Component Suppliers GSA List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Consent Letter Signed Date	Remark
1	GSA	Global Supply Agreement	Rolling Wireless	AQ Components Suzhou Co., Ltd.	1-Oct-20	1-Apr-24	
2	GSA	Global Supply	Rolling	Xiamen Holder Electronics Co.,Ltd	23-Oct-20	15-Apr-24	

		Agreement	Wireless				
3	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Guangdong Jinlitong Electronic Technology Co., Ltd.	11-Dec-21	7-Apr-24	
4	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	Maxscend Microelectronics Company Limited	1-Jul-21	15-Apr-24	
5	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Ltd.	South Base International Technology Limited	30-May-22	8-Apr-24	
6	GSA	Global Supply Agreement	Rolling Wireless S.à r.l.	WPI International (Hong Kong) Limited	8-Nov-23	15-Apr-24	Micron Distributor
7	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Limited	MEIKO TECHNOLOGY	202201	17-Apr-24	
8	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Limited	AKM MEADVILLE	5-Oct-20	15-Apr-24	
9	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Limited	TXC(Microwell Distributor)	11-Mar-21	8-Apr-24	
10	GSA	Global Supply	Rolling Wirele	SUNLORD	25-Mar-22	16-Apr-24	

		Agreement	ss (H.K.) Limited				
11	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Limited	CYNTEC(Cyrus Distributor)	23-Oct-20	3-Apr-24	
12	GSA	Global Supply Agreement	Rolling Wireless (H.K.) Limited	GUANGDELI PACKING PRODUCTS	9-Jun-22	2-Apr-24	

Indirect Suppliers Contracts List

Item	Agreement Type	Agreement Name	Buyer	Seller	Dated	Remark
1	Service	R&D Validation Service Outsourcing Agreement	RWRolling Wireless (H.K.) Ltd.	TMA SOLUTIONS CO., LTD	2024/1/1	CONSENT LETTER accepted and signed.
2	License	Microsoft Azure Cloud Service Agreement	RWRolling Wireless (H.K.) Ltd.	雲馥數位股份有限公司 (Cloudrich)	2024/4/30	Consent letter signed on Apr. 15, 2024
3	License	R&D Related Software Agreement	Fibocom	Chinasoft (Shenzhen) Software Co.,Ltd	2020/10/21	Consent letter signed on Apr. 15, 2024

IP License agreements

- Assignment agreement between Rolling Wireless (H.K.) Limited and Rolling Wireless S.à r.l dated 30 June 2024.

Leaseholds

Vendor	Location	Description	Start Date (MM/DD/YY)	End Date (MM/DD/YY)	Remarks

FINOFO	France	Office rent	2021/2/1	2027/1/31	
SEED BOX	Luxembourg	Office rent	2023/5/1	2025/4/30	
SABINE EQUART	Luxembourg	Apartment	2022/12/1		
KILB Kft	Hungary	Office rent	2023/6/1	2028/5/31	
深圳市国家自主创新示范区服务中心 Shenzhen National Innovation Demonstration Zone Service Center	China Shenzhen	Office rent	2024/4/1	2026/3/31	
Servcorp	Japan	Office rent	2023/4/1	2024/3/31	Renew: auto renew
Workin	Korea	Office rent	2021/1/1	2022/1/1	Renew: auto renew for one year
Cornerstone	Korea	Registered address rent	2024/3/1	2025/2/29	
Hong Kong Science and Technology Parks Corporation	Hong Kong	Office rent	2023/1/8	2026/1/7	
Fibocom Wireless Inc.	China Shenzhen	Use of equipment (office supplies)	2024/7/1	2026/6/30	
BMW Financial Services	Germany	Company car	2023/2/7		Leasing month: 36
ALPHABET	France	Company car	2023/10/26		Duration:36 months
ALPHABET	France	Company car	2023/11/24		Duration:48 months
ALPHABET	France	Company car	2024/2/26		Duration:36 months

Employee

Last Name	First Name	Location	Job Title	Hire Date	Employment Status
Kohn	Andreas	Germany	Chief Operating Officer	2008/8/1	Full-Time

Demousseau	Cyrille	France	Senior Vice President, Sales	2008/3/10	Full-Time
Xu	Wei	Shenzhen	Senior Vice President, R&D	2012/1/4	Full-Time
Lakhdar	Rafet	France	Vice President, Quality	2000/3/13	Full-Time
Zhu	Haibo	France	Director, Business Development	2001/8/20	Full-Time
Yuan	Joyce	Shenzhen	Director, Purchasing	2021/5/26	Full-Time
Uguen	Thierry	France	Vice President, Product Management and Support	2024/4/2	Full-Time
Kim	Hosang	Korea	Country Manager - Business Development Korea	2022/9/5	Full-Time
Pang	Harris	Shenzhen	Senior Director, Program Management	2010/1/5	Full-Time
Rettenberger-Laass	Dorina	Germany	Senior Business Developer and Account Manager Central Europe	2024/2/1	Full-Time
Preys	Daniel	Germany	Senior Business Developer and Account Manager Central Europe	2023/2/1	Full-Time
Rancz	Lajos	Hungary	Director R&D Software Platform	2022/6/27	Full-Time
Negishi	Hitoshi	Japan	Country Manager & Business Development Japan	2017/10/1	Full-Time
Chen	Cory	Shenzhen	Director, Hardware	2008/10/13	Full-Time
Xiao	Scott	Suzhou	Director, Manufacturing	2021/7/29	Full-Time
Helleux	Olivier	France	Senior Director, Product Marketing	2020/12/1	Full-Time
Yan	Jet	Shenzhen	Sr. Manager, Manufacture Testing and R&D support	2010/6/21	Full-Time
Zhang	Chanson	Shenzhen	Director, System Architecture	2016/12/12	Full-Time
Lee	Ho	Korea	Senior Software Project Manager I	2023/9/4	Full-Time
Dheim	Christiane	France	Senior Director, Human Ressources	2020/10/20	Full-Time
Fu	Tiejun	Shenzhen	Senior Project Manager	2010/10/20	Full-Time
Stephan	Michael	France	Director, Account Management	1998/3/1	Full-Time
Zheng	Kevin	Shenzhen	Director, Global IT & Chief Information Security Officer	2021/9/27	Full-Time
Schmidt	Thomas	Germany	Technical Business Developer Manager	2023/3/20	Full-Time
Zhuo	Joyce	Suzhou	Director, Supply Chain	2021/1/5	Full-Time
Leturia	Inigo	France	Director, System Engineering	2021/7/1	Full-Time
Lau	Erica	Hong Kong	Director, Product Management	2006/12/7	Full-Time
Tam	Louis	Hong Kong	Senior Staff Engineer, Software	2008/7/17	Full-Time
Zhang	Nicole	Suzhou	Senior Manager Customer Quality	2011/2/14	Full-Time
Xie	Rain	Shenzhen	Director, Software Development	2014/9/22	Full-Time
Ma	Scott	Shenzhen	Senior Manager, Reliability & ME	2008/9/29	Full-Time
Xu	Suva	Shenzhen	Finance Director	2022/3/21	Full-Time
Mao	Evan	Canada	Independent Contractor	2023/1/3	Contractor

Settlement Agreements

- Settlement agreement in May 2023 between Rolling Wireless France (“RW”) and Ficosa Electronic S.L.U. (“Ficosa”), for Ficosa to make paymentfor unpaid invoices for NAD shipment, and other legal cost at an amount of $1,412,075.30, in addition to other variable settlement Payment amount. Ficosa has fully paid out all settlement amount by June 2023.

Note: 1. Consent letters are documents that relevant suppliers accepted the transfer of their contractual position and associated rights and obligations to subsidiaries of RW Group.

Section 4.18(c)

Non-Assignable Contracts

Nil.

Section 4.19(a)
Insurance

No.	Insurance Type	Insurer	Policyholders	Expiry	Remark
1	商业综合责任险 Commercial General Liability	Chubb 华泰财险	Fibocom Wireless Inc.	2025/1/31	**Named Insured:** RW Communication Technology (Shenzhen) Co., Ltd.; Rolling Wireless (H.K.) Limited; Rolling Wireless TECHNOLOGY (H.K.) Limited; **Additional Insured:** ROLLING WIRELESS S.À R.L.; Rolling Wireless France; Rolling Wireless Germany GmbH; Rolling Wireless J.P. Limited; Rolling Wireless (K.R.)

					Limited; Rolling Wireless Hungary Kft.
2	雇主责任险 Employer's Liability	Chubb 华泰财险	Fibocom Wireless Inc.	2025/1/31	**Named in the policy:** RW Communication Technology (Shenzhen) Co., Ltd.;
3	货运险 Cargo Insurance	AIG 美亚财险	Fibocom Wireless Inc.	2025/3/25	**Named Insured:** RW Communication Technology (Shenzhen) Co., Ltd.; Rolling Wireless (H.K.) Limited; Rolling Wireless TECHNOLOGY (H.K.) Limited; **Additional Insured:** ROLLING WIRELESS S.À R.L.; Rolling Wireless France; Rolling Wireless Germany GmbH;

					Rolling Wireless J.P. Limited; Rolling Wireless (K.R.) Limited; Rolling Wireless Hungary Kft.
4	董事、高级管理人员和公司责任险 Directors，Officers and Company Liabilities Insurance	美亚财险 AIG	Fibocom Wireless Inc.	2024/8/23	New RW specific policy in process
5	网络安全险 Cyber Enterprise Risk Management Insurance	Chubb 华泰财险	Rolling Wireless S.à r.l.	2025/3/16	
6	Multirisk insurance (Office ILM)	GENERALI	Rolling Wireless France	2024/12/31	Duration of contract : 1 year. Automatically renewable.
7	Travel Insurance (EMEA + USA)	Chubb 华泰财险	Rolling Wireless France	2024/6/22	
8	Multirisk insurance (Office LUX)	AXA	Rolling Wireless S.à r.l.	2025/1/25	Automatically renewable.
9	Multirisk insurance (Office BUD)	MARSH Kft.	Rolling Wireless Hungary	2025/5/31	

Section 4.21 Customers and suppliers

(a)
Top 10 customers

For fiscal year 2023

No.	Customer	Revenue (USD)
1	LG Electronics Inc.	123,903,709.60
2	LG Electronics Nanjing	99,959,235.40
3	Marelli Automotive GZ	24,602,050.80
4	Marelli France SAS	18,156,048.24

5	Panasonic Automotive (Texas)	12,421,658.00
6	Marelli Toluca Mexico	12,173,320.00
7	Nexty (JRC) Minato	1,142,097.00
8	Joynext Sp. z o.o.	159,217.40
9	Continental France	146,250.00
10	PSA automobiles SA	144,347.31

For 2024/01/01 to 2024/04/30

No.	Customer	Revenue (USD)
1	LG Electronics Inc.	57,243,550.52
2	LG Electronics Nanjing	33,105,660.51
3	Marelli Automotive GZ	7,840,860.00
4	Marelli Toluca Mexico	5,971,200.00
5	Marelli France SAS	4,361,833.20
6	Nexty (JRC) Minato	910,780.00
7	Stellantis Auto SAS	281,073.16
8	Joynext Sp. z o.o.	214,128.04
9	Panasonic Automotive (Texas)	104,646.59
10	Continental France	95,550.00

(b)
Top 10 suppliers

For fiscal year 2023

No	**Supplier**	**2023 Spending USD**

1	QUALCOMM CDMA Technologies Asia-Pac	68,076,235
2	MICRON TECHNOLOGY INC	46,961,457
3	QORVO INC	18,241,822
4	Flextronics Telecom Systems Ltd	12,652,625
5	MEADVILLE Technologies Company Limited	8,669,788
6	RF360 Technology (Wuxi) Co., Ltd	6,725,495
7	MEIKO Electronics (Wuhan) Co., Ltd	4,781,146
8	SKYWORKS SOLUTIONS	3,655,472
9	MURATA Company limited	3,273,311
10	Hong Kong TAIYO YUDEN Co., Ltd	3,131,178

For 2024/01/01 to 2024/04/30

No	**Supplier**	**2024 Jan-April Spending USD**
1	QUALCOMM CDMA Technologies Asia-Pac	26,572,245
2	MICRON TECHNOLOGY INC	17,254,111
3	QORVO INC	7,169,180
4	Flextronics Telecom Systems Ltd	5,934,463
5	MEIKO Electronics (Wuhan) Co., Ltd	3,769,295
6	RF360 Technology (Wuxi) Co., Ltd	2,876,923
7	MEADVILLE Technologies Company Limited	2,055,952
8	SKYWORKS SOLUTIONS	1,139,434
9	MURATA Company limited	1,070,561
10	Hong Kong TAIYO YUDEN Co., Ltd	1,021,097

Section 4.22 (a)

Ongoing product claims:

1. claim of 6,5k $ from LGE Vietnam to cover RMAs from Jan'22 to Dec'23. Resolving method: provide 166pcs of AR7592_1104343 (total price will be 166 x 39.48 = 6553.68 USD). Estimated closing date Q3 2024.

2. claim of 246k $ from LGE for a software issue (MOD-202), total 37k units were reflashed by LGE, costs also covering their certification & validation expenses. Resolving method: settlement under preparation to propose use cost of 2 ongoing CRs to cover this cost claim. Estimated closing date H2 2024.

3. claim of 1.1 M $ from Marelli for software issue (eCall callback). Original claim was for 2.3M$ then they added additional 1M$ more. Negotiated down to aprox 1.1M$. Resolving method: settlement under discussion, as Marelli owe us 2.3M$ for some excess stock we are trying to combine both topics together and offset the claim against excess material cost. Estimated closing date: H2 2024.

4. In relation to item 2 in this list, there could be a potential claim from VW linked to MOD-202 to reflash 110k units in vehicle, LGE has informed that VW is working on this claim to them and then they'll forward to us, we don't have any idea about the potential amount at this moment. If we extrapolate from LGE claim on this same issue it could be around 730 k $ but as VW parts are already assembled in vehicle and vehicles potentially in the field we expect the claim cost could be comparatively higher. Estimated closing date H2 2024 or H1 2025.

Section 4.22 (c)

Aggregate payout and replacement costs incurred for Product Warranties for each of the three (3) fiscal years ended December 31, 2023.

Currency: USD	Replacement or credit amount	FA tasks costs	TOTAL
2021	5 778.5	152 395.07	158 173.57
2022	18 214.1	104 299.2	122 513.3
2023	17 220.9	127 881.9	145 102.8

Breakdown of replacement:

Sum of replacement (USD)	AR7582	AR7584	AR7586	AR7588	AR7592	AR7594	AR7596	AR7598	AR8652	Total
2021	184.82	79.98	821.1		259.51	4201.05	156.42	75.92		5778.8
2022	519.84	1493.64	3854.34		37.22	3815.93	8493.15			18214.12
2023	27.36		30.59	90.42	37.22		17035.29			17220.88
Total	732.02	1573.62	4706.03	90.42	333.95	8016.98	25684.86	75.92	437.28	41651.08

Reserves balance for product warranty:

Warranty Provision balances			
CNY	**31/12/2021**	**31/12/2022**	**31/12/2023**
- Normal Sales Warranty	15,042,471	21,158,898	23,528,292
- Warranty for Marelli issue	-	10,579,658	10,579,658
- Warranty for LGE issue	-	-	23,843,360
Normal Product Warranty	**15,042,471**	**31,738,555**	**57,951,310**

Section 4.23 (a)

Intragroup accounts statement

Intragroup accounts statement as of 31 December 2023					
Entity	**Counterparty**	**G/L Account**	**往来性质**	**Document Currency**	**Sum of Amount in Doc. Curr.**
Rolling Wireless Technology Co Ltd	Fibocom	Other payables	募集资金借款	CNY	64,635,975.11
Rolling Wireless Technology Co Ltd	Fibocom	Other receivables	资金往来	CNY	26,000,000.00
Rolling Wireless (H.K.) Limited	深圳市广和通无线股份有限公司	Other payables	募集资金借款	CNY	4,831,561.00
Rolling Wireless (H.K.) Limited	Fibocom Wireless (H.K.) Limited	Other receivables	返利往来结算	HKD	90,304,829.16
Rolling Wireless (H.K.) Limited	Fibocom Wireless (H.K.) Limited	Accounts payable	交易结算	USD	33,060.00
Rolling Wireless (H.K.) Limited	Fibocom Wireless (H.K.) Limited	Other payables	交易结算	USD	361,853.86

Rolling Wireless (H.K.) Limited	Fibocom Wireless (H.K.) Limited	Other receivables	资金往来	USD	16,000,000.00
Rolling Wireless S.à r.l.	Fibocom America	Other payables	代付工资	USD	157,372.30
Rolling Wireless France	Fibocom America	Accounts payable	代付工资	EUR	715.21
Rolling Wireless France	Fibocom America	Other payables	代付工资	EUR	829.47
Rolling Wireless France	Fibocom America	Other receivables	代付工资	EUR	313,535.70
Rolling Wireless Technology (H.K.) Limited	Fibocom Wireless (H.K.) Limited	Other receivables	代付工资	HKD	50,000.00
Rolling Wireless Communication Technology (Shenzhen) Ltd	Fibocom	Other payables	募集资金借款	CNY	3,770,000.00
Rolling Wireless Communication Technology (Shenzhen) Ltd	Fibocom	Other payables --es	高通平台	CNY	1,719,809.93
Rolling Wireless Communication Technology (Shenzhen) Ltd	深圳市广和通无线股份有限公司	Accounts payable	交易结算	CNY	14,281.33
Rolling Wireless Communication Technology (Shenzhen) Ltd	深圳市广和通无线股份有限公司	Accounts receivables	交易结算	CNY	25,562.79
Rolling Wireless Communication Technology (Shenzhen) Ltd	深圳市广和通无线股份有限公司	Accounts payable-es	交易结算	CNY	187,863.72
Rolling Wireless J.P. Limited	Fibocom Wireless (H.K.) Limited	Accounts payable	代付工资	JPY	5,251,236.00
Rolling Wireless J.P. Limited	Fibocom Wireless (H.K.) Limited	Other receivables	代付工资	JPY	408,305.00
Rolling Wireless K.R. Limited	Fibocom Wireless (H.K.) Limited	Other receivables	代付工资	KRW	64,699,678.00

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to the Asset Purchase Agreement (this "Amendment") is entered into as of July 15, 2024, by and among EUROPASOLAR S.à r.l, a private limited liability company (société à responsabilité limitée) organized under the laws of the Grand Duchy of Luxembourg (the "Buyer"), Rolling Wireless (H.K.) Limited, a company limited by shares incorporated in Hong Kong (the "Seller"), Fibocom Wireless, Inc., a public company listed on the Shenzhen Stock Exchange with stock code 300638 ("Fibocom"), and Rolling Wireless Technology Co., Ltd., a limited liability company incorporated in China ("RW Holdco", and together with the Buyer, the Seller and Fibocom, collectively, the "Parties" and individually a "Party").

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (as defined below).

RECITALS

WHEREAS, on July 3, 2024, Fibocom and its wholly-owned subsidiaries, RW Holdco and the Seller (collectively, the "Warrantors") entered into an Asset Purchase Agreement with the Buyer (the "Agreement").

WHEREAS, Section 2.5 (*Purchase Price*) of the Agreement stipulates that Fifty Million United States Dollars (USD50,000,000) of the purchase price is to be paid in three installments ("Earnout Payments") contingent upon the achievement of performance commitments of the RW Group for the fiscal years 2024, 2025, and 2026;

WHEREAS, the exchange rate between Renminbi (RMB) and United States Dollars (USD) has experienced significant fluctuations; and

WHEREAS, the Parties desire to amend the Agreement as set forth below in accordance with Section 11.5 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Supplement to Section 2.5 (*Purchase Price*) of the Agreement**. For the purposes of the Earnout Payments under the Agreement, to protect the interests of all Parties and to mitigate potential losses arising from fluctuations in the Renminbi (RMB) to United States Dollar (USD) exchange rate, the Parties have, through amicable negotiation, agreed that the outstanding Earnout Payments of Fifty Million United States Dollars (USD 50,000,000) shall be settled by the Buyer in Renminbi (RMB). The conversion of the aforementioned United States Dollar amount to Renminbi (RMB) for the purpose of such payment shall be calculated based on a fixed exchange rate of USD to RMB [7.30].

2. **Effectiveness**. All of the provisions of this Amendment shall be effective upon the execution of this Amendment by all of the Parties. Except as set forth in this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

3. **References to the Agreement**. After giving effect to this Amendment, each reference in the Agreement to "this Agreement", "hereof", "hereunder" or words of like import referring to the Agreement shall refer to the Agreement as amended by this Amendment, and all references in the Related Documents to "the Agreement" or "the Asset Purchase Agreement" shall refer to the

Agreement as amended by this Amendment. Notwithstanding the foregoing, all references (a) in the Agreement (including Disclosure Schedule and other Schedules) to "the date hereof" or "the date of this Agreement" or (b) in the Agreement or the Related Documents to "the date of the Agreement" or "the date of the Agreement", or words of like import, shall refer to July 3, 2024, and all references in the Agreement to "prior to the date of this Agreement" or words of like import shall mean before the Agreement was executed on July 3, 2024 (without regard to this Amendment).

4. **Entire Agreement**. This Amendment, the Agreement (including the Schedules and Exhibits thereto) and the Related Documents collectively set out the entire agreement among the Parties in respect of the subject matter contained herein and therein and supersede and extinguish any prior drafts, agreements, undertakings, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating to the subject matter hereof and thereof.

5. **Miscellaneous**. The provisions of Article XI (*General Provisions*) of the Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment, and to the Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

BUYER:

EUROPASOLAR S.À R.L

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date first above written.

Warrantors:

ROLLING WIRELESS (H.K.) LIMITED

By: _____
Name:
Title:

FIBOCOM WIRELESS, INC.

By: _____
Name:
Title:

ROLLING WIRELESS TECHNOLOGY CO., LTD.

By: _____
Name:
Title:

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

香港勤道赣通有限公司

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

香港
花园道 1 号
中银大厦 22 楼
电话：+852.2867.1288
www.paulhastings.com

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **香港勤道赣通有限公司**，一家在中国香港注册成立的公司，其注册办事处位于香港上环苏杭街91-97号东利商业大厦19楼（「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

[1] 按英文字母排列

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**延迟交付日期**」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，独家保荐人兼整体协调人根据第4.3条通知投资者的较晚日期。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，**但前提是：**

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 独家保荐人兼整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于

联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或延迟交付日期，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 倘若独家保荐人兼整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分股份，独家保荐人兼整体协调人须(i)于上市日期之前不迟于两(2)个完整营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两(2)个完整营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。有关由独家保荐人兼整体协调人作出的厘定将为最终定论且对投资者有约束力。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载的时间及方式就投资者股份作出支付。

4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第4.3条的原则下，投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.7 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统綜合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、

火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有

的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将

（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引

第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及在不影响其已签订的任何保密协议（如有）的前提下，其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(n)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式

交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整

体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议及由投资者、本公司和独家保荐人签订的保密协议（如有）外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协

议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，

包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；及

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损

或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.6条或第4.7条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表

整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议（如有）另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披

露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 广东省深圳市福田区益田路4068号卓越时代广场1期
传真： 075523894697
邮件： 516911895@qq.com
收件人： 谢文凤

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动

不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 除投资者订立的保密协议（如有）外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、

反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地在香港上环苏杭街91-97号东利商业大厦19楼委任谢文凤为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。

13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人和独家保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

14. 副本

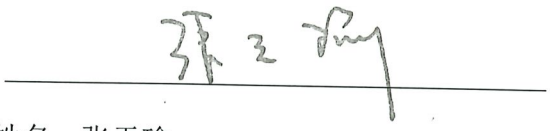
14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

香港勤道贛通有限公司

签署人：

姓名：王志妮

职衔：董事

为及代表：
中信證券（香港）有限公司



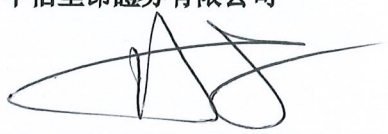
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)相当于500,000,000人民币的港元（按最终招股章程中披露的港元兑人民币汇率计算）（包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地：	中国香港
注册证书编号：	78376366
商业登记号码：	78376366
LEI号码：	不适用
商业地址及电话号码及联络人：	香港上环苏杭街91-97号东利商业大厦19楼
主要业务：	投资、投资咨询
最终控股股东：	萍乡勤道赣湘嘉盈股权投资基金中心（有限合伙）
最终控股股东的注册地：	中国江西省萍乡市
最终控股股东的商业登记号码及LEI号码：	91360322MAENL3UH6C
最终控股股东的主要业务：	以私募基金从事股权投资、投资管理、资产管理等活动
股东及持有之权益：	100%

	勤道贛通
投资者在招股章程中的描述：	香港勤道贛通有限公司（「勤道贛通」）為一家於 2025 年 6 月作為投資控股平台根據香港法律註冊成立的有限公司。截至最後實際可行日期，勤道贛通由萍鄉勤道贛湘嘉盈股權投資基金中心（有限合夥）（「萍鄉勤道贛湘嘉盈基金」）全資擁有。截至最後實際可行日期，萍鄉勤道贛湘嘉盈基金分別由其普通合夥人深圳市勤道資本管理有限公司（由獨立第三方王志妮先生多數擁有及控制）擁有約 0.98%權益及由其最大有限合夥人萍鄉市產業引導基金（有限合夥（）「萍鄉市產業引導基金」）擁有約 49.02%權益，其他六名有限合夥人所持合夥權益少於 30%。萍鄉市產業引導基金的普通合夥人為萍鄉鴻途資本管理有限公司（「萍鄉鴻途資本管理」，由萍鄉市國有資產監督管理委員會最終全資擁有）及江西國控私募基金管理有限公司（由江西省國有資產監督管理委員會最終完全控制），而萍鄉市產業引導基金由萍鄉市創業發展資本管理中心（有限合夥）（「萍鄉市創業發展資本管理中心」）擁有約 50.00%權益。概無其他有限合夥人持有萍鄉市產業引導基金逾 30%的合夥權益。萍鄉市創業發展資本管理中心的普通合夥人為萍鄉鴻途資本管理，且萍鄉市創業發展資本管理中心的有限合夥人概無持有其中逾 30%的合夥權益。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

太平洋资产管理有限责任公司

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

PAUL HASTINGS

香港
花园道 1 号
中银大厦 22 楼
电话：+852.2867.1288
www.paulhastings.com

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **太平洋资产管理有限责任公司**，一家于上海注册成立的公司，其注册办事处位于上海市浦东新区世纪大道100号39楼（“**太保资产**”）（「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

[1] 按英文字母排列

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**合格境内机构投资者**」指根据中国法律成立的合格境内机构投资者；

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例

或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，**但前提是：**

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、

声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交

易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征

费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保

荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐

人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有

此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求，或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监

事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人

及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可;及

(ee) 如果投资者通过合格境内机构投资者（「**QDII**」）进行本协议项下的投资，投资者无条件和不可撤销地向本公司、独家保荐人和整体协调人承诺和保证：

(i) 其将促使QDII向本公司、独家保荐人和整体协调人各自交付一份经有效签署的、有约束力且可执行的承诺，其形式和内容均令本公司、独家保荐人和整体协调人满意（「**QDII承诺**」），使其承诺受本协议产生的、根据本协议作出的或与本协议有关的所有义务、承诺、陈述、保证、赔偿和责任的约束，并作出和履行所有该等义务、承诺、陈述、保证、赔偿和责任（包括但不限于陈述和保证QDII: (a)不是且将来也不会是美国人士；(b) 位于且将位于美国境外，以及(c)根据S规例，将在离岸交易中收购或将收购投资者股份）（「**投资者义务**」）；以及

(ii) 其将促使，并向本公司、独家保荐人及整体协调人提供无条件及不可撤销的担保，QDII妥善及及时履行及遵守所有投资者义务。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协

议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，

包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损

或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.5条或第4.6条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽

管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 上海市浦东新区世纪大道100号39楼
传真： +86 2150106091
邮件： wuxiaodan-001@cpic.com.cn
收件人： 权益投资部QDII投资组

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何

判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地在香港尖沙咀柯士甸道西 1 號环球贸易广场 76 楼 7601B-02A 室的钟山为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。

13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人和独家保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

14. 副本

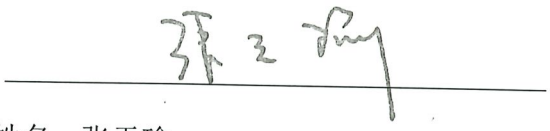
14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

太平洋资产管理有限责任公司

签署人：

于业明

姓名：于业明

职衔：董事长

为及代表：
中信證券（香港）有限公司



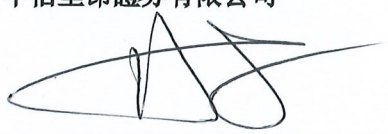
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)相当于16,000,000 美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv)香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

太平洋资产管理有限责任公司

投资者

注册成立地：	中国（上海）自由贸易试验区世纪大道 100 号 39 楼
注册证书编号：	41000000202005080085
商业登记号码：	91310115789549569U
LEI 号码：	300300F4001431000085
商业地址及电话号码及联络人：	中国（上海）自由贸易试验区世纪大道 100 号 39 楼、021-33968999、QDII 投资组
主要业务：	管理运用自有资金及保险资金；委托资金管理业务；与资金管理业务相关的咨询业务；国家法律法规允许的其他资产管理业务
最终控股股东：	中国太平洋保险（集团）股份有限公司 (HK.2601)
最终控股股东的注册地：	上海市黄浦区中山南路 1 号
最终控股股东的商业登记号码及 LEI 号码：	00000000201909030007；529900BA5ILEL308WX03
最终控股股东的主要业务：	中国太保是中国领先的综合性保险集团，围绕保险产业链，通过旗下子公司提供各类风险保障、财富规划以及资产管理等产品和服务。
股东及持有之权益：	99.668%

	中國太保投資者
	太平洋資產管理有限責任公司（「太平洋資產管理」）及中國太保投資管理（香港）有限公司（「中國太保（香港）」，連同太平洋資產管理統稱「中國太保投資者」）已分別與本公司簽訂基石投資協議。
	太平洋資產管理
	太平洋資產管理於中國註冊成立，為中國太平洋保險公司（「中國太保」）的主要外部投資實體，中國太保於上海證券交易所（股票代碼：601601）及香港聯交所（股份代號：2601）上市，其全球存託憑證上市代碼為 CPIC。太平洋資產管理的主要業務包括管理及運用內部資金與保險資金、受託資金管理業務、與資金管理相關的諮詢服務，以及中國法律法規允許的其他資產管理業務。中國太保作為位於上海的中國綜合性保險公司，持有太平洋資產管理約 99.7%股權（包括直接及間接權益）。太平洋資產管理認購發售股份屬於自營投資。
投资者在招股章程中的描述：	***中國太保（香港）***
	中國太保（香港）於香港成立，主要從事資產管理及提供投資諮詢服務，包括管
	理中國太平洋財產保險股份有限公司（「中國太平洋財產」，一家從事財產保險業務的
	公司）合資格境內機構投資者之投資賬戶。作為基石投資者認購發售股份將由中國太保（香港）以其作為合資格境內機構投資者組合的全權委託投資管理人的身份作出，中國
	太保（香港）的最終實益擁有人為中國太平洋財產。中國太保（香港）及中國太平洋財產均屬中國太保集團成員，中國太保持有中國太保（香港）約 100%股權（包括直接及間接權益），並持有中國太平洋財產約 98.5%股權。
相关投资者类别（联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别）：	基石投资者

CORNERSTONE INVESTMENT AGREEMENT

October 11, 2025

FIBOCOM WIRELESS INC.
(深圳市广和通无线股份有限公司)

AND

CPIC INVESTMENT MANAGEMENT (H.K.) COMPANY LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

AND

CMB INTERNATIONAL CAPITAL LIMITED*

AND

SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED*

**in alphabetical order*

PAUL HASTINGS

22/F Bank of China Tower
1 Garden Road
Hong Kong
Tel: +852.2867.1288
www.paulhastings.com

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THIS AGREEMENT (this "**Agreement**") is made on October 11, 2025

BETWEEN:

(1) **FIBOCOM WIRELESS INC. (深圳市广和通无线股份有限公司)**, a company established under the laws of the PRC on November 11, 1999 and converted into a joint stock company with limited liability on December 25, 2014, whose registered office is at Room 1101, Tower A, Building 6, Shenzhen International Innovation Valley, Dashi 1st Road, Xili Community, Xili Subdistrict, Nanshan District, Shenzhen, Guangdong, PRC and a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong (the "**Company**");

(2) **CPIC INVESTMENT MANAGEMENT (H.K.) COMPANY LIMITED**, a company incorporated in Hong Kong whose registered office is at 7601B-02A, 76/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the "**Investor**");

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(4) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**");

(5) **CMB INTERNATIONAL CAPITAL LIMITED** of 45/F, Champion Tower, 3 Garden Road. Central, Hong Kong ("**CMBI**")[1]; and

(6) **SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED** of 39/F, One Exchange Square, Central, Hong Kong ("**SDICSI**")[1] .

(CITICS as the "**Sole Sponsor**"; CLSA as the "**Sole Sponsor-OC**"); CLSA, CMBI and SDICSI, collectively, as the "**Overall Coordinators**" and each an "**Overall Coordinator**")

WHEREAS:

(A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the "**Listing**") by way of a global offering (the "**Global Offering**") comprising:

(i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and

(ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the "**International Offering**").

[1] In alphabetical order.

(B) CITICS is acting as the sole sponsor to the Listing; and CLSA, CMBI and SDICSI are acting as the overall coordinators and capital market intermediaries of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, including its schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong.

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares.

"**Approvals**" has the meaning given to it in Clause 6.2(g).

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly.

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules).

"**business day**" means any day (other than Saturday, Sunday or a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities.

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited.

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement.

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

"**connected person/core connected person**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly.

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules.

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly.

"**CSRC**" means the China Securities Regulatory Commission.

"**CSRC Filings**" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report).

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on April 27, 2025 pursuant to Article 13 of the CSRC Filing Rules.

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

"**dispose of**" includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right

of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly.

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules.

"**Global Offering**" has the meaning given to it in Recital (A).

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

"**Group**" means the Company and its subsidiaries.

"**H Share(s)**" means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC.

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A).

"**Indemnified Parties**" has the meaning given to it in Clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require.

"**International Offering**" has the meaning given to it in Recital (A).

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering.

"**Investor-related Information**" has the meaning given to it in Clause 6.2(i).

"**Investor Shares**" means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators.

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions.

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) in each case, of the Aggregate Investment Amount.

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange.

"**Listing Guide**" means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time.

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the Listing Guide, listing decisions and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

"**Lock-up Period**" has the meaning given to it in Clause 5.1.

"**Offer Price**" means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering.

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular.

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require.

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan.

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time.

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO.

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering.

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time.

"**QDII(s)**" means Qualified Domestic Institutional Investor(s) established under PRC law;

"**Regulators**" has the meaning given to it in Clause 6.2(i).

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise).

"**Regulation S**" means Regulation S under the Securities Act.

"**RMB**" means Renminbi, the lawful currency of the PRC.

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

"**SFC**" means The Securities and Futures Commission of Hong Kong.

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited.

"**subsidiary**" has the meaning given to it in the Companies Ordinance.

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

"**US$**" or "**US dollar**" means the lawful currency of the United States.

"**U.S. Person**" has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**Clause**," "**Sub-clause**" or "**Schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and *vice versa* and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(i) references to "**include**," "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in Clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Sole Sponsor-OC) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering

and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with Clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sole Sponsor and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and (i) is not and will not be a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, **provided that**:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sole Sponsor and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Sponsor and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with Clause 6.5.

The obligations of the Investor under this Clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Sponsor or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Sole Sponsor or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case

may be), the Investor Shares pursuant to Clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Sole Sponsor-OC) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are and will be accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in Clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions as set out in Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Sole Sponsor-OC) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole Sponsor and the Sole Sponsor-OC), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other Party will be repaid to the Investor by such other Party without

interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Sponsor and/or the Overall Coordinators shall cease and terminate; **provided that** termination of this Agreement pursuant to this Clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Sponsor or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Sponsor and/or the Overall Coordinators or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

4.1 Subject to Clause 3 and this Clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacity as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sole Sponsor-OC.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit by 6:00 p.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing by 8:00 a.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 Subject to due payment(s) for the Investor Shares being made in accordance with Clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be

notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

4.4 Delivery of and payment for the Investor Shares may also be made in any other manner which the Company, the Sole Sponsor, the Sole Sponsor-OC and the Investor may agree in writing, **provided that**, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators) reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.

4.6 None of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators) shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Sole Sponsor or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, tsunami, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to Clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to Clause 5.2) agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Sole Sponsor-OC, the Investor will not, whether

directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

5.2 Nothing contained in Clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, **provided that**, in all cases:

(a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms and form satisfactory to the Company, the Sole Sponsor and the Sole Sponsor-OC) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this Clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in Clause 6;

(c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms and form satisfactory to the Company, the Sole Sponsor and the Sole Sponsor-OC) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this Clause 5 imposed on the Investor and give the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(e) such wholly-owned subsidiary (i) is not and will not be or subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that except with the prior written consent of the Company, the Sole Sponsor and the Sole Sponsor-OC, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times, and the Investor shall not otherwise become a core connected person of the Company.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.

5.5 The Investor and its affiliates, directors, supervisors (if applicable), officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Sponsor and the Overall Coordinators that:

(a) each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not

completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about the Investor's subscription of the Investor Shares or otherwise its investment in the Company pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which the Investor provides or manages;

(f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;

(h) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules, (iii) the free float requirements under Rule 19A.13C of the Listing Rules or, (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of Shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), or as otherwise prescribed or approved by the Stock Exchange;

(j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(m) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering has made any representation as to the availability of any exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) except as provided for under Clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

(o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the

Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents, contractors, partners and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(n)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(n)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments

(if any) and waives its rights in connection with such amendments (if any);

(q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(r) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;

(s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(t) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(u) none of the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives,

partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

(v) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(w) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sole Sponsor, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(x) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made assurances that a public market will ever exist for the Investor Shares;

(y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors,

supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

(z) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(aa) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement ;

(bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 6:00 p.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date regardless of the time of the delivery of the Investor Shares;

(cc) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

(dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and

(ee) in the case that the Investor invests through a Qualified Domestic Institutional Investor (the "**QDII**"), the Investor unconditionally and irrevocably undertakes and guarantees to each of the Company, the Sole Sponsor and the Overall Coordinators that:

(i) it will procure that the QDII will deliver to each of the Company, the Sole Sponsor and the Overall Coordinators a validly executed, binding and enforceable undertaking in form and substance satisfactory to each of the Company, the Sole Sponsor and the Overall Coordinators (the "**QDII Undertaking**") that it will be bound by, give, make and perform all of the obligations, undertakings, representations, warranties, indemnities and liabilities of the Investor arising out of, under or in connection with this Agreement (including, among others, the representation and warranty that the QDII (a) is not and will not be a U.S. Person; (b) is and will be located outside the United States and (c) will be acquiring the Investor Shares in an offshore transaction in accordance with Regulation S) (the "**Investor Obligations**"); and

(ii) it will procure, and unconditionally and irrevocably guarantee to the Company, the Sole Sponsor and the Overall Coordinators, the due and punctual performance and observance by the QDII of all of the Investor Obligations.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sole Sponsor and the Overall Coordinators that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to any Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement

or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sole Sponsor or the Overall Coordinators in connection with the transactions contemplated thereunder;

(l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder,

and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S and it is not and will not be a U.S. Person;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates (i) are subscribing for or acquiring the Investor Shares in the Company for the Investor's own account; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing; and (vii) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(p) the Investor will use its own funds to subscribe for the Investor Shares. The Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Sole Sponsor, the Overall Coordinators, the global coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriter(s) of the Global Offering, the lead broker or any distributors. The terms "connected client," "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "discretionary managed portfolio" shall have the meaning

ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

(v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

(w) the aggregate holding (directly and indirectly) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Sole Sponsor or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

(z) none of the Investor or any of its associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Sole Sponsor and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of Clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Sponsor and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading, and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in Clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations

and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of the PRC;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

(c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with Clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

(e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with Clauses 3.2, 4.5 or 4.6;

(b) solely by any of the Company or the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators), in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to Clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of the Investor, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators).

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement , none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Sponsor, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on

behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis **provided that** such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sole Sponsor and the Sole Sponsor-OC in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Sponsor, the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in Clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:
Address: Room 1101, Tower A, Building 6, Shenzhen International, Innovation Valley, Dashi 1st Road, Xili Community, Xili Subdistrict, Nanshan District, Shenzhen, Guangdong, PRC
Email: feixiang.xi@fibocom.com
Attention: Mr. Feixiang Xi

If to the Investor, to:
Address: 7601B-02A, 76/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Facsimile: +852 3971 0008
Email: alan.zhong@cpicim.com
Attention: Equity Investment Department

If to CITICS, to:
Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Facsimile: +852 2169 0801
Email: project_h2025@clsa.com
Attention: Project H team

If to CLSA, to:
Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Facsimile: +852 2169 0801
Email: project_h2025@clsa.com
Attention: Project H team

If to CMBI, to:
Address: 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong
Facsimile: +852 3761 8788
Email: projecth2025@cmbi.com.hk
Attention: Project H2025 Team

If to SDICSI, to:
Address: 39/F., One Exchange Square, Central, Hong Kong
Facsimile: +852 2213 1010
Email: projecth@sdicsi.com.hk
Attention: Project H – ECM team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Sole Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Sole Sponsor or Overall Coordinators, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with Clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Investor, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators).

10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance.

(a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Sub-clause 10.11(a).

10.12 Each of the Sole Sponsor and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sole Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators) shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the notice of arbitration. The place of arbitration shall be Hong Kong and the governing law of this Clause 11.2 and the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any

such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:
FIBOCOM WIRELESS INC.
深圳市广和通无线股份有限公司
By:

.....
Name: Zhang Tianyu （张天瑜）
Title: Director

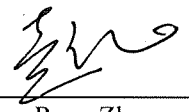
FOR AND ON BEHALF OF:
CPIC INVESTMENT MANAGEMENT (H.K.) COMPANY LIMITED

By: 

.....

Name: ZHOU, Chenggang
Title: CEO

FOR AND ON BEHALF OF:
CITIC Securities (Hong Kong) Limited

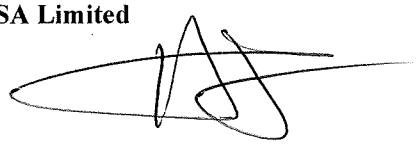


Name: Ryan Zhao
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA Limited

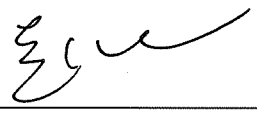
Name: Ryan Zhao
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA Limited



Name: Heung Li
Title: Managing Director

FOR AND ON BEHALF OF:
CLSA LIMITED
AS ATTORNEY FOR AND ON BEHALF OF EACH OF THE OTHER OVERALL COORDINATORS



Name: Ryan Zhao
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA LIMITED
AS ATTORNEY FOR AND ON BEHALF OF EACH OF THE OTHER OVERALL COORDINATORS



Name: Heung Li
Title: Managing Director

SCHEDULE 1
INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 4,000,000 (calculated using the Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 200 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – Hong Kong Public Offering – Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering.

Further, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules ; (iii) the free float requirement under Rule 19A.13C of the Lising Rules, or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of Shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), or as otherwise approved by the Stock Exchange. Further, the Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong SAR
Certificate of incorporation number:	1422624
Business registration number:	51816072-000
LEI number:	2549008ADKEZJ72HAI31
Business address and telephone number and contact person:	7601B-02A, 76/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Principal activities:	Investment Advice and Asset Management
Ultimate controlling shareholder:	China Pacific Insurance (Group) Co. Ltd.
Place of incorporation of ultimate controlling shareholder:	China
Business registration number and LEI number of ultimate controlling shareholder:	BR no. 00000000201708070028 LEI: nil
Principal activities of ultimate controlling shareholder:	Insurance
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	**CPIC Investors** Pacific Asset Management Co., Limited (太平洋資產管理有限責任公司)(“Pacific Asset Management”) and CPIC Investment Management (H.K.) Company Limited (中國太保投資管理(香港)有限公司)(“CPIC (HK)”, together with Pacific Asset Management, “CPIC Investors”) have, respectively, entered into Cornerstone Investment Agreement with our Company. ***Pacific Asset Management*** Pacific Asset Management was incorporated in the PRC and is the major external

investment entity of China Pacific Insurance Company ("CPIC"), a company listed on Shanghai Stock Exchange (stock code: 601601), the Hong Kong Stock Exchange (stock code: 2601) with its GDR listed under the code CPIC. Pacific Asset Management's principal businesses include the management and deployment of internal funds and insurance funds, entrusted funds management business, relevant consulting services related to funds management and other asset management businesses as permitted under PRC laws and regulations. CPIC, being a composite insurance company in the PRC based in Shanghai, holds approximately (including both direct and indirect interest) 99.7% of equity interest in Pacific Asset Management. The subscription of the Offer Share by Pacific Asset Management is on a proprietary investment basis.

CPIC (HK)

CPIC (HK) was established in Hong Kong, and is principally engaged in asset management and provision of investment advisory services, including the management of the investment accounts of qualified domestic institutional investors of China Pacific Property Insurance Co., Ltd. ("China Pacific Property"), a company engaging in the business of property insurance. The subscription of the Offer Shares as a cornerstone investor will be made by CPIC (HK) in its capacity as the discretionary investment manager for a QDII portfolio, whose ultimate beneficial owner is China Pacific Property. Both CPIC (HK) and China Pacific Property are part of a group of CPIC, and CPIC holds approximately (including both direct and indirect interest) 100% of equity interest in CPIC (HK) and 98.5% of equity interest in China Pacific Property.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:[2]	Cornerstone investor

[2] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) independent price setting investor (as defined in Chapter 18C of the Listing Rules); (v) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (vi) discretionary trust; (vii) PRC governmental body (as defined in the Listing Rules); (viii) connected client (as defined under Appendix F1 to the Listing Rules); (ix) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (x) sponsor or close associate; (xi) underwriter and/or distributor or its close associate; or (xii) non-SFC-authorised fund.

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

广发基金管理有限公司

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

PAUL HASTINGS

香港
花园道 1 号
中银大厦 22 楼
电话：+852.2867.1288
www.paulhastings.com

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **广发基金管理有限公司**（一家在中华人民共和国注册成立的公司，注册办事处位于广东省珠海市横琴新区环岛东路3018号2608室，下文简称「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

[1] 按英文字母排列

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修

改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**合格境内机构投资者**」指根据中国法律成立的合格境内机构投资者；

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例

或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快 退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2) 个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关

股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士

披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取

的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰

问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午6点 之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；及

(ee) 如果投资者通过合格境内机构投资者（「**QDII**」）进行本协议项下的投资，投资者无条件和不可撤销地向本公司、独家保荐人和整体协调人承诺和保证：

(i) 其将促使QDII向本公司、独家保荐人和整体协调人各自交付一份经有效签署的、有约束力且可执行的承诺，其形式和内容均令本公司、独家保荐人和整体协调人满意（「**QDII承诺**」），使其承诺受本协议产生的、根据本协议作出的或与本协议有关的所有义务、承诺、陈述、保证、赔偿和责任的约束，并作出和履行所有

该等义务、承诺、陈述、保证、赔偿和责任（包括但不限于陈述和保证QDII: (a)不是且将来也不会是美国人士；(b) 位于且将位于美国境外，以及(c)根据S规例，将在离岸交易中收购或将收购投资者股份）（「**投资者义务**」）；以及

(ii) 其将促使，并向本公司、独家保荐人及整体协调人提供无条件及不可撤销的担保，QDII妥善及及时履行及遵守所有投资者义务。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；

或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露监管机构要求提供的投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管

投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者，以其旗下管理的若干基金及/或独立分户账户的全权投资经理身份，认购发售股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售

指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；以及

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件

及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.55条或第4.46条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协

调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 中国广东省广州市海珠区琶洲大道东1号保利国际广场南塔31-33楼
邮件： lihy@gffunds.com.cn
收件人： 李海燕

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合

约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地在**香港湾仔骆克道81号广发大厦25楼**委任**广发国际资产管理有限公司**为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。

13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人和独家保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

14. 副本

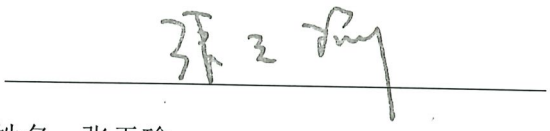
14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

广发基金管理有限公司

签署人：



姓名：李耀柱

职衔：国际业务部总经理

为及代表：
中信證券（香港）有限公司



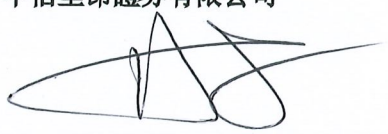
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)相当于12,800,000 美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地：	广东省珠海市横琴新区环岛东路3018号2608
注册证书编号：	无
商业登记号码：	914400007528923126
LEI号码：	254900GP1HXIKN7HRQ52
商业地址及电话号码及联络人：	广州市海珠区琶洲大道东1号保利国际广场南
主要业务：	资产管理
最终控股股东：	广发证券股份有限公司
最终控股股东的注册地：	广东省广州市黄埔区中新广州知识城腾飞一街2号618室
最终控股股东的商业登记号码及LEI号码：	91440000126335439C ，3003007E0Y3ZJ5HNA936
最终控股股东的主要业务：	投资银行与经纪业
股东及持有之权益：	54.53%

投资者在招股章程中的描述：	**廣發基金** 廣發基金管理有限公司（「廣發基金管理」）及廣發國際資產管理有限公司（「廣發 國際」，連同廣發基金管理統稱「廣發基金」）已分別與本公司簽訂基石投資協議。 ***廣發基金管理*** 廣發基金管理成立於2003年8月5日。廣發基金管理及其附屬公司獲准在多個領 域開展業務，包括但不限於公募基金合資格投資管理人、全國社會保障基金(NSSF)境內委託投資管理人、基本養老保險基金合資格投資管理機構、合資格基金投資諮詢機構、為特定客戶提供資產管理服務的合資格基金管理公司、合資格境內機構投資者（合資格境內機構投資者）、人民幣合資格境外機構投資者(RQFII)、合資格境外機構投資者(QFII)等。廣發基金管理是一家大型基金管理公司，擁有全面的資產管理能力及經驗。截至最後實際可行日期，廣發基金管理由廣發証券股份有限公司（於香港聯交所（股份代號：1776）及深圳證券交易所（股票代碼：000776）上市的公司）擁有54.53%權益。 ***廣發國際*** 廣發國際（香港證券及期貨事務監察委員會牌照中央編號：AXL121）於2010年12月在香港註冊成立。廣發國際獲證監會發牌在香港進行第1類（證券交易）、第4類（就證券提供意見）及第9類（提供資產管理）受規管活動。其為廣發基金管理的全資附屬公司。 廣發基金將以其所管理若干基金及／或獨立分離賬戶的全權委託投資管理人的身份作為基石投資者認購發售股份。據廣發基金所深知，各基金及／或賬戶為獨立第三方。
相关投资者类别（联交所FINI承销商名单模板所述 或由FINI界面要求披露）：	基石投资者

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

广发国际资产管理有限公司

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

PAUL HASTINGS

香港
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www.paulhastings.com

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **广发国际资产管理有限公司**，一家于香港注册成立的公司，其注册办事处地址位于香港湾仔骆克道81号广发大厦25楼（「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

[1] 按英文字母排列

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易

所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，**但前提是：**

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协

调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份

以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快 退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、

火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关

股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按全权委托为基准，基于其旗下管理的若干基金及／或独立分户账户的全权投资经理身份投资持有本公司的股本，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃基于旗下管理的若干基金及／或独立分户账户的全权投资经理身份投资持有本公司的股本。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档流程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属

人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者

认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S

规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的

任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事

（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议

项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其作为主事人以全权委托为基准、以投资为目的及以其旗下管理的若干基金及／或独立分户账户的全权投资经理身份认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)

本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者，会以其旗下管理的若干基金及／或独立分户账户的全权投资经理身份所募集的资金，认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售

指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；以及

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不

可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.5条或第4.6条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽

管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或

任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 香港湾仔骆克道81号广发大厦25楼
邮件： product@gffunds.com.hk

收件人： GF International

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者、本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方

的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

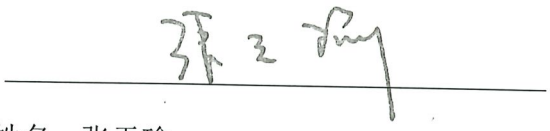
13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

广发国际资产管理有限公司

签署人：

姓名：上官朋鹏

职衔：总经理

为及代表：
中信證券（香港）有限公司



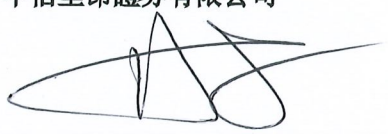
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)7,200,000美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地点：	香港湾仔骆克道 81 号广发大厦 25 楼
公司注册证书编号：	1539133
商业登记号码：	53466055-000-12-24-1
LEI 号码：	25490086TTF7Z2MMP179
营业地址、电话号码及联系人：	营业地址：香港湾仔骆克道 81 号广发大厦 25 楼 电话：852-36952848 联系人：广发国际
主要活动：	资产管理
最终控股股东：	广发基金管理有限公司，其控股股东为广发证券股份有限公司
最终控股股东的注册成立地点：	广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东的商业登记号码：	91440000126335439C
最终控股股东的 LEI 号码：	-
最终控股股东的主要活动：	投资银行与经纪业
股东及持有的权益：	广发基金管理有限公司持有广发国际资产管理有限公司 100%股份
待插入招股章程的投资者描述：	**廣發基金**

廣發基金管理有限公司（「廣發基金管理」）及廣發國際資產管理有限公司（「廣發

國際」，連同廣發基金管理統稱「廣發基金」）已分別與本公司簽訂基石投資協議。

廣發基金管理

廣發基金管理成立於 2003 年 8 月 5 日。廣發基金管理及其附屬公司獲准在多個領

域開展業務，包括但不限於公募基金合資格投資管理人、全國社會保障基金(NSSF)境內委託投資管理人、基本養老保險基金合資格投資管理機構、合資格基金投資諮詢機構、為特定客戶提供資產管理服務的合資格基金管理公司、合資格境內機構投資者（合資格境內機構投資者）、人民幣合資格境外機構投資者(RQFII)、合資格境外機構投資者(QFII)等。廣發基金管理是一家大型基金管理公司，擁有全面的資產管理能力及經驗。截至最後實際可行日期，廣發基金管理由廣發証券股份有限公司（於香港聯交所（股份代號：1776）及深圳證券交易所（股票代碼：000776）上市的公司）擁有 54.53%權益。

廣發國際

	廣發國際（香港證券及期貨事務監察委員會牌照中央编號：AXL121）於 2010 年 12 月在香港註冊成立。廣發國際獲證監會發牌在香港進行第 1 類（證券交易）、第 4 類（就證券提供意見）及第 9 類（提供資產管理）受規管活動。其為廣發基金管理的全資附屬公司。 廣發基金將以其所管理若干基金及／或獨立分離賬戶的全權委託投資管理人的身份作為基石投資者認購發售股份。據廣發基金所深知，各基金及／或賬戶為獨立第三方。
相关投资者类别（如需要包含在联交所的 FINI 承配人名单模板或要求披露在与承配人有关的 FINI 界面）：	基石投资者 全权管理投资组合

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

RUIHUA (INTERNATIONAL) INVESTMENT LIMITED

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

PAUL HASTINGS

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **RUIHUA (INTERNATIONAL) INVESTMENT LIMITED**，一家在British Virgin Islands注册成立的公司，其注册办事处位于Vistra Corporate services Centre,Wickhams Cay II,Road Town,Tortola,VG1110,British Virgin Islands（「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

[1] 按英文字母排列

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权

益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H

股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例

或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，**但前提是：**

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、

声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交

易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）

书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保

荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐

人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有

此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监

事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人

及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受

《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除

外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；以及

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥

有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第

4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.5条或第4.4条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何

其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 江苏省南京市玄武区紫气路3号瑞华投创园
传真： 025-84697167
邮件： 475916220@qq.com
收件人： 郭淼

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件

是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整

体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地在Unit 1101, 11/F, W50, No. 50 Wong Chuk Hang Road, HK委任林嘉伟为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。

13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则

投资者不可撤销地同意委任本公司、独家保荐人和独家保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

14. 副本

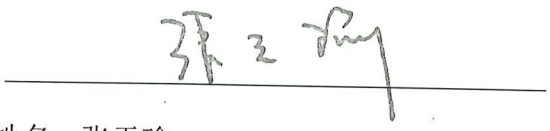
14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

RUIHUA (INTERNATIONAL) INVESTMENT LIMITED

签署人：

For and on behalf of
RUIHUA (INTERNATIONAL) INVESTMENT LIMITED
瑞華(國際)投資有限公司

Authorised Signature(s)

姓名：吴吟文

职衔：董事

为及代表：
中信證券（香港）有限公司



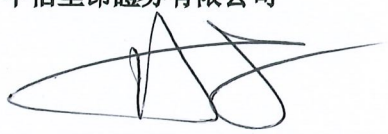
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)相当于13,000,000 美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地：	Vistra Corporate services Centre,Wickhams Cay II,Road Town,Tortola,VG1110,British Virgin Islands
注册证书编号：	2006489
商业登记号码：	无
LEI号码：	无
商业地址及电话号码及联络人：	地址：中国南京玄武区紫气路3号瑞华投创园 电话号码：025-83612635 联络人:郭淼
主要业务：	海内外证券市场投资
最终控股股东：	ZHANG JIANBIN
最终控股股东的注册地：	中国
最终控股股东的商业登记号码及LEI号码：	无
最终控股股东的主要业务：	海内外证券市场投资
股东及持有之权益：	瑞华（国际）投资有限公司为一家于英属维尔京群岛注册成立的公司，其为香港瑞华投资管理有限公司的全资子公司，香港瑞华投资管理有限公司是江苏瑞华投资控股集团有限公司全资子公司，江苏瑞华投资控股集团公司的大股东为张建斌先生。

投资者在招股章程中的描述：	**瑞華投資** RUIHUA (INTERNATIONAL) INVESTMENT LIMITED（「瑞華投資」）是一家在英屬維爾京群島註冊成立的英屬維爾京群島商業公司。瑞華投資主要從事全球市場的股權投資活動，由香港瑞華投資有限公司全資擁有，而香港瑞華投資有限公司則由獨立第三方張建斌先生最終控制，主要從事證券市場投資。瑞華投資認購發售股份屬於自營投資。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

智度投资（香港）有限公司

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

PAUL HASTINGS

香港
花园道 1 号
中银大厦 22 楼
电话：+852.2867.1288
www.paulhastings.com

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **智度投资（香港）有限公司**，一家在香港注册成立的公司，其注册办事处位于402 Jardine House, 1 Connaught Place, Central，Hong Kong（「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新

[1] 按英文字母排列

分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10） 个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，

但前提是：

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于

联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2) 个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3) 个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会

根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供

展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管

辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或

其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该

等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；

(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已

取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或

《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；以及

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及

其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.5条或第4.4条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等

其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理

要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：智度投资（香港）有限公司

地址： 北京市西城区西绒线胡同51号
传真： /
邮件： xuxiaoqing@genimous.com
收件人： 许晓青

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010

邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转

移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

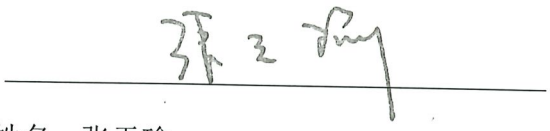
13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

智度投资（香港）有限公司

签署人： 

姓名：黄颖

职衔：董事

为及代表：
中信證券（香港）有限公司



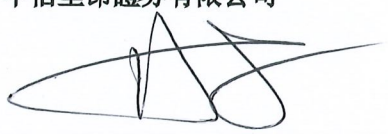
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)相当于10,000,000 美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地：	402 Jardine House, 1 Connaught Place, Central, HongKong
注册证书编号：	2249994
商业登记号码：	64883351
LEI号码：	/
商业地址及电话号码及联络人：	北京市西城区西绒线胡同51号，13810987065，许晓青
主要业务：	投资与资产管理等
最终控股股东：	智度科技股份有限公司
最终控股股东的注册地：	广州市花都区新雅街凤凰南路56之三401室（部位之8）
最终控股股东的商业登记号码及LEI号码：	/
最终控股股东的主要业务：	投资与资产管理等
股东及持有之权益：	智度科技股份有限公司，100%

投资者在招股章程中的描述：	**智度投資** 智度投資（香港）有限公司（「智度投資」）是一家於2015年6月根據香港法律註冊成立的有限公司，主要從事投資及資產管理業務。智度投資由智度科技股份有限公司（「智度股份」，該公司於深圳證券交易所上市（股票代碼：000676））全資擁有。智度股份主要從事互聯網媒體、數字營銷及其他業務。智度投資認購發售股份屬於自營投資。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

张晓雷

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

香港
花园道 1 号
中银大厦 22 楼
电话：+852.2867.1288
www.paulhastings.com

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本协议（本「**协议**」）于 2025 年 10 月 11 日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于 1999 年 11 月 11 日根据中国法律成立，并于 2014 年 12 月 25 日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷 6 栋 A 座 1101，而其位于香港的营业地点为香港湾仔皇后大道东 248 号大新金融中心 40 楼（「**本公司**」）；

(2) **张晓雷**，地址为香港新界青龙头青山公路 100 号豪景花园 6 座 13 楼 D 室（「**投资者**」）；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道 88 号太古广场 1 期 18 楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道 88 号太古广场 1 期 18 楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦 45 楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座 39 楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其 H 股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据 S 规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的 H 股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

[1] 按英文字母排列

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第 6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第 7(1)段规定以 1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第 623 章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第 13 条于 2025 年 4 月 27 日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权

益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H 股**」指本公司股本中每股面值人民币 1.00 元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有 6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H

股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额 0.0027%的证监会交易征费（或上市日期当时的交易征费）及 0.00565%的联交所交易费（或上市日期当时的交易费）以及 0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指 H 股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第 5.1 条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股 H 股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第 6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S 规例**」指《证券法》下的 S 规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933 年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有 S 规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载条款不得予以宽免，且第 3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，**但前提是：**

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第 6.5 条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第 2.2 条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第 3.1(a)、3.1(b)、3.1(c) 、3.1(d)和 3.1(e)条所载条件不得予以宽免且第 3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖 H 股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在 H 股开始于

联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第 3 条及第 4 条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交

割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午 6 点之前（香港时间）（不论投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午 8 点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第 4.2 条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者（为其自身及，当投资者股份根据第 5.2 条将由其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第 5.1 条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第 6 条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第 5 条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的 10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的 H 股（投资者股份除外）或申请香港公开发售的 H 股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第 4.15 章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第 4.15 章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据

《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向 FINI 提交的有关投资者的资料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在 FINI 上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资 H 股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第 18 项应用指引和《上市指南》第 4.14 章重新分配 H 股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过 50%；(ii)香港《上市规则》第 19A.13A 条下最低公众持股要求；(iii)香港《上市规则》第 19A.13C 条下的最低自由流通量要求；或(iv) 香港《上市规则》第 18 项应用指引第 3.2 段规定，在首次公开招股中最初发售的股份数目总额的至少 40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求；

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第 5.2 条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第 6.1(n)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第 6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关 H 股的直接销售活动（具有 S 规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D 规例），或以任何方式涉及公开发售（定义见《证券法》第 4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐

人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数；(ii)香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午 6 点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易 H 股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于 S 规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资者及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录 F1(《股本证券的配售指引》)第 5 段所述人士类别；

(p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前 12 个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所 FINI 承销商名单模板所述或由 FINI 界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第 12.08A 条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销 H 股与任何「分销商」（定义见 S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录 F1（《股本证券的配售指引》）及《上市指南》第 4.15 章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第 4.15 条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何 H 股或通过簿记建档方式就全球发售下的任何 H 股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第 4.15 章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；以及

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第 6.1 及 6.2 条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第 5.1 条所载付款支付及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的 H 股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第 4.15 章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条、第 4.5 条或第 4.6 条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第 5.2 条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的

义务（除下文第 8.1 条所载保密义务外）及各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第 6.5 条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及

其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至：

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷 6 栋 A 座 1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 香港夏慤道 18 号海富中心第一座 5 楼 501 室
传真： +852 3571 9119
邮件： brancotsang@ajsecurities.com
收件人： Mr. Branco Tsang

若发送至中信证券，则发送至：

地址： 香港金钟道 88 号太古广场 1 期 18 楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至中信里昂，则发送至：

地址： 香港金钟道 88 号太古广场 1 期 18 楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦 45 楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座 39 楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk
收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递 48 小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动

不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第 4 条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条。

(b) 本协议可终止或取消及任何条款可未经第 10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于

或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第 11.2 条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或

其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

13.1 投资者不可撤销地在香港夏慤道 18 号海富中心第一座 5 楼 501 室委任安捷资产管理有限公司为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。

13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人和独家保荐人兼整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的三十（30）天内向本公司、独家保荐人和整体协调人发送其接受委任文件的副本。

14. 副本

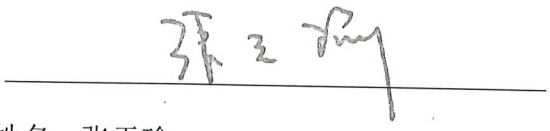
14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

（本页无正文，为深圳市广和通无线股份有限公司《基石投资协议》签章页）

投资者：

签署人：**张晓雷**

为及代表：
中信證券（香港）有限公司



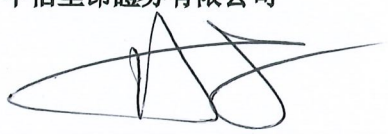
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1)相当于 15,000,000 美元的港元（按最终招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近 200 股 H 股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地：	N/A
注册证书编号：	N/A
商业登记号码：	N/A
LEI号码：	N/A
商业地址及电话号码及联络人：	N/A
主要业务：	N/A
最终控股股东：	N/A
最终控股股东的注册地：	N/A
最终控股股东的商业登记号码及LEI号码：	N/A
最终控股股东的主要业务：	N/A
股东及持有之权益：	N/A
投资者在招股章程中的描述：	**張曉雷先生** 張曉雷先生為一名個人基石投資者及獨立第三方。彼為安捷資產管理有限公司 （獲證監會發牌可於香港進行第4類（就證券提供意見）及第9類（提供資產管理）受規管活動的法團）的董事，擁有逾30年的股權投資豐富經驗。

相关投资者类别（联交所FINI承销商名单模板所述　　基石投资者
或由FINI界面要求披露）：

CORNERSTONE INVESTMENT AGREEMENT

October 11 2025

FIBOCOM WIRELESS INC.
(深圳市广和通无线股份有限公司)

AND

GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

AND

CMB INTERNATIONAL CAPITAL LIMITED*

AND

SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED*

**in alphabetical order*

PAUL HASTINGS

22/F Bank of China Tower
1 Garden Road
Hong Kong
Tel: +852.2867.1288
www.paulhastings.com

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国泰海通 GUOTAI HAITONG

THIS AGREEMENT (this "**Agreement**") is made on October 11 2025

BETWEEN:

(1) **FIBOCOM WIRELESS INC. (深圳市广和通无线股份有限公司)**, a company established under the laws of the PRC on November 11, 1999 and converted into a joint stock company with limited liability on December 25, 2014, whose registered office is at Room 1101, Tower A, Building 6, Shenzhen International Innovation Valley, Dashi 1st Road, Xili Community, Xili Subdistrict, Nanshan District, Shenzhen, Guangdong, PRC and a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong (the "**Company**");

(2) **GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose registered office is at Room 1506-08, 15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (the "**Investor**");

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(4) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**");

(5) **CMB INTERNATIONAL CAPITAL LIMITED** of 45/F, Champion Tower, 3 Garden Road. Central, Hong Kong ("**CMBI**")[1]; and

(6) **SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED** of 39/F, One Exchange Square, Central, Hong Kong ("**SDICSI**")[1] .

(CITICS as the "**Sole Sponsor**"; CLSA as the "**Sole Sponsor-OC**"); CLSA, CMBI and SDICSI, collectively, as the "**Overall Coordinators**" and each an "**Overall Coordinator**")

WHEREAS:

(A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the "**Listing**") by way of a global offering (the "**Global Offering**") comprising:

(i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and

(ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the "**International Offering**").

[1] In alphabetical order.

(B) CITICS is acting as the sole sponsor to the Listing; and CLSA, CMBI and SDICSI are acting as the overall coordinators and capital market intermediaries of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

(D) The Investor and Guotai Haitong Securities Co., Ltd ("GTHT"), and GTHT and 深圳君宜私募证券基金管理有限公司 acting for and on behalf of the Ultimate Clients (details of which are set out in Schedule 2), will enter into a series of cross border delta-one OTC swap transactions (the "**OTC Swaps**"), pursuant to which the Investor will hold the Investor Shares to be subscribed under this Agreement on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Investor Shares are passed to the Ultimate Clients, subject to customary fees and commissions. The OTC Swaps will be fully funded by the Ultimate Clients.

(E) The Investor has agreed to enter into this Agreement and give certain representations, warranties and undertakings in consideration of the Company, the Sole Sponsor and the Overall Coordinators agreeing to be bound by the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, including its schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong.

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares.

"**Approvals**" has the meaning given to it in Clause 6.2(g).

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly.

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules).

"**business day**" means any day (other than Saturday, Sunday or a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities.

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited.

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement.

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

"**connected person/core connected person**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly.

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules.

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time.

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly.

"**CSRC**" means the China Securities Regulatory Commission.

"**CSRC Filings**" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report).

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on April 27, 2025 pursuant to Article 13 of the CSRC Filing Rules.

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理

试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time.

"**dispose of**" includes, in respect of any Relevant Shares (as defined below), directly or indirectly.

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly.

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules.

"**Global Offering**" has the meaning given to it in Recital (A).

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC).

"**Group**" means the Company and its subsidiaries.

"**H Share(s)**" means the overseas listed foreign share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange.

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC.

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A).

"**Indemnified Parties**" has the meaning given to it in Clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require.

"**International Offering**" has the meaning given to it in Recital (A).

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering.

"**Investor-related Information**" has the meaning given to it in Clause 6.2(i).

"**Investor Shares**" means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators.

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions.

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) in each case, of the Aggregate Investment Amount.

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange.

"**Listing Guide**" means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time.

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the Listing Guide, listing decisions and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time.

"**Lock-up Period**" has the meaning given to it in Clause 5.1.

"**Offer Price**" means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering.

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular.

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require.

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan.

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time.

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO.

"**proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor.

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering.

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time.

"**Regulators**" has the meaning given to it in Clause 6.2(i).

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise).

"**Regulation S**" means Regulation S under the Securities Act.

"**RMB**" means Renminbi, the lawful currency of the PRC.

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

"**SFC**" means The Securities and Futures Commission of Hong Kong.

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder.

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited.

"**subsidiary**" has the meaning given to it in the Companies Ordinance.

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

"**US$**" or "**US dollar**" means the lawful currency of the United States.

"**U.S. Person**" has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**Clause**," "**Sub-clause**" or "**Schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and *vice versa* and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(i) references to "**include**," "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in Clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Sole Sponsor-OC) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with Clause 4.2.

2.2 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to Clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Sole Sponsor-OC) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later

than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are and will be accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in Clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in Clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions as set out in Clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Sole Sponsor-OC) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole Sponsor and the Sole Sponsor-OC), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other Party will be repaid to the Investor by such other Party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Sponsor and/or the Overall Coordinators shall cease and terminate; **provided that** termination of this Agreement pursuant to this Clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given

by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Sponsor or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Sponsor and/or the Overall Coordinators or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

4.1 Subject to Clause 3 and this Clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacity as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sole Sponsor-OC.

4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit by 6:00 p.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing by 8:00 a.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 Subject to due payment(s) for the Investor Shares being made in accordance with Clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

4.4 Delivery of and payment for the Investor Shares may also be made in any other manner which the Company, the Sole Sponsor, the Sole Sponsor-OC and the Investor may agree in writing, **provided that**, payment for and delivery of the Investor Shares shall not be

later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators) reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with Clause 6.5.

4.6 None of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their obligations under this Agreement, and each of the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators) shall be entitled to terminate this Agreement, if it is prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond control of the Company, the Sole Sponsor or the Overall Coordinators (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19), declaration of a national, international or regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, tsunami, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE ULTIMATE CLIENTS

5.1 The Investor agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Sole Sponsor-OC, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agree, enter into an agreement or publicly announce an intention to enter into such a transaction; (ii) allow itself to

undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

5.2 The Investor agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that the Ultimate Clients will remain invested in the relevant OTC Swaps during the Lock-Up Period with substantially the same legal effect as Clause 5.1 above.

5.3 The Investor hereby confirms to the Company, the Sole Sponsor and the Overall Coordinators that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.

5.4 The Investor agrees and undertakes that except with the prior written consent of the Company, the Sole Sponsor and the Sole Sponsor-OC, (i) the aggregate holding (direct and indirect) of the Investor in the total issued share capital of the Company and (ii) the aggregate holding (direct and indirect) of each Ultimate Client and their respective close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times, and (iii) the Investor or the Ultimate Clients shall not otherwise become a core connected person of the Company, and further, that the aggregate holding (direct and indirect) of the Investor, the Ultimate Clients and their respective close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 19A.13A of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Sole Sponsor-OC promptly in writing if it comes to its attention of any of the abovementioned situations.

5.5 The Investor agrees that the subscription of the Investor Shares under this Agreement is not on a proprietary investment basis and the Ultimate Clients' investment in the OTC Swaps are on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Ultimate Clients' investment in the OTC Swaps in connection with the Investor's subscription of the Investor Shares is on a proprietary investment basis. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not and shall procure that none of the Ultimate Clients, the Investor's and the Ultimate Clients' respective controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.

5.6 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the Ultimate Clients to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Ultimate Clients, the Investor and their respective affiliates, directors, supervisors (if applicable), officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of itself, the Ultimate Clients or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Sponsor and the Overall Coordinators that:

(a) each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor and the Ultimate Clients in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the Ultimate Clients and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor and the Ultimate Clients will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

(c) the information in relation to the Investor and the Ultimate Clients as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor and the Ultimate Clients shall not have any right to raise any objection thereto;

(e) the Investor and the Ultimate Clients acknowledge and consent that the Company, the Sole Sponsor and the Overall Coordinators may submit information about the Investor's subscription of the Investor Shares or otherwise its investment in the Company pursuant to this Agreement and the Ultimate Clients' investment in the OTC Swaps to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors, including the Ultimate Clients, who invest in the H Shares through swap arrangements (including the OTC Swaps) or other financial or investment products which the Investor provides or manages;

(f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;

(h) the number of Investor Shares may be affected by re-allocation of the H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules, (iii) the free float requirements under Rule 19A.13C of the Listing Rules, (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of Shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors) or as otherwise prescribed or approved by the Stock Exchange;

(j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(m) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering has made any representation as to the availability of any exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents, contractors, partners and representatives (the "**Authorized Recipients**") and to the Ultimate Clients on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or the OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the Ultimate Clients, or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(n)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this Clause 6.1(n)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(o) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or the Ultimate Clients and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the Ultimate Clients and/or their respective

representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the Ultimate Clients in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the Ultimate Clients and/or their respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Ultimate Clients and/or their respective representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Ultimate Clients and/or their respective representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or the Ultimate Clients , may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the Ultimate Clients in determining whether to invest in the Investor Shares or the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(p) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(q) neither the Investor, nor the Ultimate Clients nor any of their respective affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;

(r) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers

from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(s) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the Ultimate Clients by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor, the Ultimate Clients or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(t) none of the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and/or the Ultimate Clients as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

(u) each of the Investor and the Ultimate Clients will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing

Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(v) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sole Sponsor, the Overall Coordinators or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, legal, regulatory, financial, accounting, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(w) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made assurances that a public market will ever exist for the Investor Shares;

(x) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or the Ultimate Clients, or their respective subsidiaries will arise;

(y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(z) there are no other agreements in place between the Investor and/or the Ultimate Clients on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the OTC Swaps ;

(aa) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 6:00 p.m. (Hong Kong time) no later than two (2) clear business days prior to the Listing Date regardless of the time of the delivery of the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sole Sponsor and the Overall Coordinators that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to any Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of

the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor or the Ultimate Clients of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Ultimate Clients respectively or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the Ultimate Clients respectively in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the Ultimate Clients respectively or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the Ultimate Clients respectively;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, the Ultimate Clients and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement (including the OTC Swaps) or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the Ultimate Clients, or their respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other

announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sole Sponsor or the Overall Coordinators in connection with the transactions contemplated thereunder;

(l) each of the Investor and the Ultimate Clients is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S and it is not and will not be a U.S. Person;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) each of the Investor, the Ultimate Clients, and their respective beneficial owner(s) and/or associates (i) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor, the Ultimate Clients and their respective beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the OTC Swaps will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing; and (vii) do not fall under any category of

the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(p) to the best knowledge of the Investor, the investment in the OTC Swaps by the Ultimate Clients will be fully funded by the Ultimate Clients and the Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Sole Sponsor, the Overall Coordinators, the global coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriter(s) of the Global Offering, the lead broker or any distributors. The terms "connected client," "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "discretionary managed portfolio" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, the Ultimate Clients, their respective beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor, the Ultimate Clients nor their respective beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

(u) the Investor and the Ultimate Clients have not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

(v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

(w) the aggregate holding (directly and indirectly) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the

meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by any associates of the Company, by any connected person of the Company, by any one of the Sole Sponsor or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) has been or will be entered into or made between the Investor, the Ultimate Clients or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

(z) none of the Investor, the Ultimate Clients or any of their respective associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide;

(aa) except as provided for in this Agreement and the OTC Swaps, none of the Investor and the Ultimate Clients has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

6.3 T Investor represents and warrants to the Company, the Sole Sponsor and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of Clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name, the name of the Ultimate Clients and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Sponsor and the Overall Coordinators. The Investor undertakes to provide as soon as

possible such further information and/or supporting documentation relating to it, the Ultimate Clients, the OTC Swaps and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the Ultimate Clients and the groups of companies of which any of them is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it, the Ultimate Clients and the groups of companies of which it is a member is true, accurate and complete in all respects and is not misleading, and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in Clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the Ultimate Clients or their respective officers, directors, supervisors (if applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith provided that the indemnity in this clause shall not apply to the extent any loss of any Indemnified Party which is finally determined by an award of an arbitral tribunal of competent jurisdiction to has been caused solely and directly by the fraud, wilful misconduct or gross negligence of such Indemnified Party.

6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of the PRC;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

(c) subject to payment and the Lock-up Period provided under Clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with Clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors, the Ultimate Clients or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents; and

(e) except as provided for in this Agreement, neither the Company, any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with Clauses 3.2, 4.5 or 4.6;

(b) solely by any of the Company or the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators), in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor and/or the Ultimate Clients under this Agreement)

on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of the Investor, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators).

7.2 In the event that this Agreement is terminated in accordance with Clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under Clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under Clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, Clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement , none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Sponsor, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators is subject, and the background of the Investor, the Ultimate Clients and their relationship between the Company and the Investor, the Ultimate Clients may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis **provided that** such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with

the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, the Ultimate Clients, except where the Investor shall have consulted the Company, the Sole Sponsor and the Sole Sponsor-OC in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor and the Ultimate Clients prior to publication. The Investor shall, and the Investor shall procure the Ultimate Clients to, cooperate with the Company, the Sole Sponsor, the Overall Coordinators to ensure that all references to it and the Ultimate Clients in such Public Documents are true, complete, accurate and not misleading and that no material information about it or the Ultimate Clients is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in Clause 8.1 (including providing such further information and/or supporting documentation relating to it, the Ultimate Clients, its and the Ultimate Clients' ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor and the Ultimate Clients in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by Clause 9.2 to the following addresses or email addresses (as applicable):

If to the Company, to:

Address:	Room 1101, Tower A, Building 6, Shenzhen International, Innovation Valley, Dashi 1st Road, Xili Community, Xili Subdistrict, Nanshan District, Shenzhen, Guangdong, PRC
Email:	feixiang.xi@fibocom.com
Attention:	Mr. Feixiang Xi

If to the Investor, to:

Address:	Room 1506-08, 15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Facsimile:	+852 3183 1180
Email:	xavierxu@gtht.com

Attention: Xu Kexing

If to CITICS, to:
Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Facsimile: +852 2169 0801
Email: project_h2025@clsa.com
Attention: Project H team

If to CLSA, to:
Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Facsimile: +852 2169 0801
Email: project_h2025@clsa.com
Attention: Project H team

If to CMBI, to:
Address: 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong
Facsimile: +852 3761 8788
Email: projecth2025@cmbi.com.hk
Attention: Project H2025 Team

If to SDICSI, to:
Address: 39/F., One Exchange Square, Central, Hong Kong
Facsimile: +852 2213 1010
Email: projecth@sdicsi.com.hk
Attention: Project H – ECM team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six (6) days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of any of the other Sole Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Sole

Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Sole Sponsor or Overall Coordinators, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with Clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Investor, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators).

10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance.

(a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Sub-clause 10.11(a).

10.12 Each of the Sole Sponsor and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sole Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators) shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the notice of arbitration. The place of arbitration shall be Hong Kong and the governing law of this Clause 12.2 and the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:
FIBOCOM WIRELESS INC.
深圳市广和通无线股份有限公司
By:

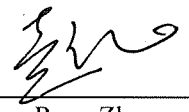
.....
Name: Zhang Tianyu （张天瑜）
Title: Director

FOR AND ON BEHALF OF:
GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED
By:

.....

Name: ZHANG Hao
Title: General Manager

FOR AND ON BEHALF OF:
CITIC Securities (Hong Kong) Limited

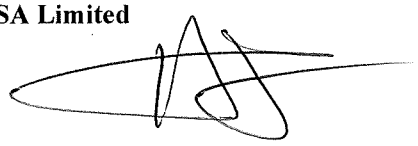


Name: Ryan Zhao
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA Limited

Name: Ryan Zhao
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA Limited



Name: Heung Li
Title: Managing Director

FOR AND ON BEHALF OF:
CMB INTERNATIONAL CAPITAL LIMITED

By:



.....
Name: Laura Yang
Title: Executive Director

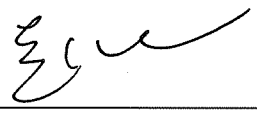
FOR AND ON BEHALF OF:
CMB INTERNATIONAL CAPITAL LIMITED

By:



.....
Name: Christopher Fok
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA LIMITED
AS ATTORNEY FOR AND ON BEHALF OF EACH OF THE OTHER OVERALL COORDINATORS



Name: Ryan Zhao
Title: Executive Director

FOR AND ON BEHALF OF:
CLSA LIMITED
AS ATTORNEY FOR AND ON BEHALF OF EACH OF THE OTHER OVERALL COORDINATORS



Name: Heung Li
Title: Managing Director

SCHEDULE 1
INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of Renminbi 60,000,000 (calculated using the Hong Kong dolloar: Renminbi exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 200 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of the H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for the H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – Hong Kong Public Offering – Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a *pro rata* basis to satisfy the public demands under the Hong Kong Public Offering.

Further, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules, (iii) the free float requirement under Rule 19A.13C of the Lising Rules, (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of Shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors) or as otherwise approved by the Stock Exchange. Further, the Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR AND ULTIMATE CLIENTS

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	0595253
Business registration number:	20876790
LEI number:	254900MRHYM4F24K2195
Business address and telephone number and contact person:	Room 1506-08,15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong, ZHAO Rang (31831109)
Principal activities:	Trading and investment
Ultimate controlling shareholder:	Guotai Haitong Securities Co., Limited
Place of incorporation of ultimate controlling shareholder:	People's Republic of China
Business registration number and LEI number of ultimate controlling shareholder:	9131000063159284XQ, 300300E1005431000017
Principal activities of ultimate controlling shareholder:	Securities
Shareholder and interests held:	Guotai Junan Financial Holdings Limited, 100%
Relevant investor category(ies)[2] (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:	Cornerstone investor

[2] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) independent price setting investor (as defined in Chapter 18C of the Listing Rules); (v) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (vi) discretionary trust; (vii) PRC governmental body (as defined in the Listing Rules); (viii) connected client (as defined under Appendix F1 to the Listing Rules); (ix) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (x) sponsor or close associate; (xi) underwriter and/or distributor or its close associate; or (xii) non-SFC-authorised fund.

The Ultimate Clients

The Ultimate Clients:	Dream’ ee Qixin Private Equity Securities Investment Fund (君宜祈鑫私募证券投资基金), Dream’ ee Qilong Private Equity Securities Investment Fund (君宜祈隆私募证券投资基金)
Registration Number:	SXJ435, SLF289
Fund manager:	深圳君宜私募证券基金管理有限公司
LEI number of fund manager:	8368007U3JJKQ2RLYN11
Business address and telephone number and contact person of fund manager:	Room 1705, Block B, China Resources Land Building, No. 9668 Shennan Avenue, Nanshan District, Shenzhen City, Guangdong Province, China
Business registration number:	P1005606
License number:	91440300311793589N
Shareholders of fund manager and interests held:	Lan Kun (兰坤): 48.33%, Shenzhen Dream’ ee Puyuan Technology Enterprise (Limited Partnership) (深圳君宜普愿科技企业(有限合伙)): 30%, Zhang Jingruo (张敬若)：18.33%, Beijing Beetech Inc. (北京必创科技股份有限公司)：3.33%.
Description of the Ultimate Clients for insertion in the Prospectus:	**Dream’ee Investors** Guotai Junan Investments (Hong Kong) Limited (“GTINV”) and Dream’ee (Hong Kong) Open-ended Fund Company (“Dream’ee HK Fund”, together with GTINV, “Dream’ee Investors”) have, respectively, entered into Cornerstone Investment Agreement with our Company. **GTINV** GTINV and Guotai Haitong Securities Co., Ltd (“GTHT”) will enter into a series of cross border delta-one OTC swap

transactions (the "Dream' ee OTC Swaps") with each other and with, respectively, Dream' ee Qixin Private Equity Securities Investment Fund (君宜祈鑫私募證券投資基金) and Dream' ee Qilong Private Equity Securities Investment Fund (君宜祈隆私募證券投資基金) (collectively, the "GTHT Ultimate Clients (Dream' ee)"), pursuant to which GTINV will hold the Offer Shares on a non-discretionary basis to hedge the Dream' ee OTC Swaps while the economic risks and returns of the underlying Offer Shares are passed to the GTHT Ultimate Clients (Dream'ee), subject to customary fees and commissions. The Dream'ee OTC Swaps will be fully funded by the GTHT Ultimate Clients (Dream'ee).

During the terms of the Dream'ee OTC Swaps, all economic returns of the Offer Shares subscribed by GTINV will be passed to the GTHT Ultimate Clients (Dream'ee) and all economic loss shall be borne by the GTHT Ultimate Client (Dream'ee) through the Dream'ee OTC Swaps, and GTINV will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The terms of the Dream'ee OTC Swaps is equal to or longer than the lock-up period and that the GTHT Ultimate Client (Dream'ee) shall not early terminate the Dream'ee OTC Swaps at their own discretions before the end of the lock-up period. Despite that GTINV will hold the legal title of the Offer Shares by itself, it will not exercise the voting rights attaching to the relevant Offer Shares during the terms of the Dream'ee OTC Swaps according to its internal policy. To the best of GTINV's knowledge having made all reasonable inquiries, each of the GTHT Ultimate Clients (Dream'ee) is an Independent Third Party of GTINV, GTHT and the companies which are members of the same group of GTHT.

GTINV is a Hong Kong incorporated company. Its principal business activities are trading and investments. It is indirectly wholly owned by Guotai Haitong Securities Co., Ltd., a leading securities firm in China with its shares dually listed in both Shanghai (SSE:601211) and Hong Kong (HKEX:2611).

The GTHT Ultimate Clients (Dream' ee), Dream' ee Qixin Private Equity Securities Investment Fund (君宜祈鑫私募證券投資基金)("Dream' ee Qixin") and Dream' ee Qilong Private Equity Securities Investment Fund (君宜祈

隆私募證券投資基金)(“Dream’ ee Qilong”), are investment funds managed by Shenzhen Dream’ ee Private Equity Securities Fund Management Co., Ltd. (深圳君宜私募證券基金管理有限公司)(“Dream’ ee Shenzhen”). No ultimate beneficial owner holds more than 30% of interests in Dream’ ee Qixin. No person other than Zhang Gangqiang (張剛強), an Independent Third Party, holds more than 30% of interests in Dream’ee Qilong.

Dream’ ee Shenzhen was established in Shenzhen in 2014. Dreamee Shenzhen was ultimately owned by Lan Kun, Zhang Jingruo, Beijing Beetech Inc. (北京必創科技股份有限公司) and Shenzhen Dream’ ee Shenzhen Puyuan Technology Enterprise (Limited Partnership)(深圳君宜普願科技企業(有限合夥)) (“Dream’ ee Puyuan”) as to 48.33%, 18.33%, 3.33% and 30%, respectively. Dream’ ee Puyuan is ultimately controlled by Lan Kun (蘭坤), an Independent Third Party. Dream’ ee Shenzhen primarily focuses on investments in IPO placings and secondary equity market, bonds and derivatives and is licensed as a private invest fund manager (私募投資基金管理人資格). Mr. Lan Kun previously worked in a well-known domestic securities company. Mr. Lan Kun has been engaging in investment banking and asset management for over 20 years.

Dream’ee HK Fund

Dream’ee HK Fund is a private open-ended fund company incorporated in Hong Kong in August 2025 as an umbrella fund governed by the SFO, primarily engaged in cornerstone investment. The investment manager of Dream’ee HK Fund is Dream’ee (Hong Kong) Capital Limited (君宜(香港)資本有限公司), a limited company incorporated in Hong Kong in February 2024 wholly owned by Lan Kun and licensed by the SFC to conduct Type 9 (Asset Management) regulated activities in Hong Kong. As of the Latest Practicable Date, none of the investors holds 30% or more of the interest in the sub-fund under Dream’ee HK Fund that will participate in the Global Offering.

基石投资协议

2025 年 10 月 11 日

深圳市广和通无线股份有限公司

及

DREAM'EE (HONG KONG) OPEN-ENDED FUND COMPANY

及

中信证券（香港）有限公司

及

中信里昂证券有限公司

及

招银国际融资有限公司*

及

国证国际证券（香港）有限公司*

**按英文字母排列*

香港
花园道 1 号
中银大厦 22 楼
电话：+852.2867.1288
www.paulhastings.com

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本协议（本「**协议**」）于2025年 10月11日订立

订约方：

(1) **深圳市广和通无线股份有限公司**，一家于1999年11月11日根据中国法律成立，并于2014年12月25日转制为股份有限公司的公司，其注册办事处位于中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101，而其位于香港的营业地点为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

(2) **DREAM'EE (HONG KONG) OPEN-ENDED FUND COMPANY**，一家在香港注册成立的公司，其注册办事处位于香港尖沙咀柯士甸道西1號環球貿易廣場86層（「**DREAM'EE (HK) OFC**」），其就本协议涉及的认购投资者股份的子基金为DREAM'EE JUNEBEAST FUND；

(3) **中信证券（香港）有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信证券**」）；

(4) **中信里昂证券有限公司**，其注册办事处地址为香港金钟道88号太古广场1期18楼（「**中信里昂**」）；

(5) **招银国际融资有限公司**，其注册办事处地址为香港中环花园道三号冠君大厦45楼（「**招银国际**」）[1]；及

(6) **国证国际证券（香港）有限公司**，其注册办事处地址为香港中环交易广场第一座39楼（「**国证国际**」）[1]。

（中信证券为「**独家保荐人**」；中信里昂为「**独家保荐人兼整体协调人**」；中信里昂、招银国际和国证国际合称「**整体协调人**」及其各自为「**整体协调人**」）

鉴于：

(A) 本公司已提交申请通过全球发售（「**全球发售**」）使其H股（定义见下文）于联交所（定义见下文）上市（「**本次上市**」），有关发售包括：

(i) 本公司作出的公开发售，以供香港公众认购H股（可予重新分配）（「**香港公开发售**」）；及

(ii) 依据S规例（定义见下文）在离岸交易中于美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售公司发售的H股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际发售**」）。

[1] 按英文字母排列

(B) 中信证券担任本次上市的独家保荐人；及中信里昂、招银国际和国证国际担任本次全球发售的整体协调人及资本市场中介。

(C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及其叙文）中，除非文意另有所指，下述各个词语和表达具有下述涵义：

「**联属人士**」除非文意另有所指，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式。

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额。

「**批准**」具有第6.2(g)条所给予的涵义。

「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释。

「**经纪佣金**」指按《费用规则》（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金。

「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日或香港公众假期除外）。

「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统。

「**交割**」指根据本协议条款和条件认购投资者股份的交割。

「**《公司条例》**」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）。

「**《公司（清盘及杂项条文）条例》**」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）。

「**关连人士／核心关连人士**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释。

「**关联关系**」具有中国证监会备案规则所给予及诠释的含义。

「**《合约(第三者权利)条例》**」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）。

「**控股股东**」具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释。

「**中国证监会**」指中国证券监督管理委员会。

「**中国证监会备案**」指根据中国证监会备案规则和中国证监会其他适用规则和要求，向中国证监会作出或将会作出的与全球发售有关或与之相关的任何信函、备案、信函、通信、文件、回复、承诺和任何形式的提交，包括其修订、补充及/或修改（包括但不限于中国证监会备案报告）。

「**中国证监会备案报告**」指本公司根据中国证监会备案规则第13条于2025年4月27日向中国证监会提交的关于全球发售的备案报告，包括其任何修订、补充及/或修改。

「**中国证监会备案规则**」指根据中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及配套指引，经不时修订、补充或以其他方式修改。

「**处置**」就任何相关股份（定义见下文）而言，包括直接或间接：

(i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何权

益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释。

「**FINI**」具有《上市规则》所赋予该术语的涵义。

「**全球发售**」具有叙文(A)所给予的涵义。

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）。

「**本集团**」指本公司及其附属公司。

「**H股**」指本公司股本中每股面值人民币1.00元的海外上市外资股，将以港元认购及买卖，并拟在联交所上市。

「**港元**」指香港的法定货币。

「**香港**」指中国香港特别行政区。

「**香港公开发售**」具有叙文(A)所给予的涵义。

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的

「**获弥偿方**」指他们中的任何一个获弥偿方。

「**国际发售**」具有叙文(A)所给予的涵义。

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函。

「**投资者相关信息**」具有6.2(i)条所给予的涵义。

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的H

股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定。

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定。

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）。

「**上市日期**」指H股首次于联交所主板上市的日期。

「《**上市指南**》」指联交所发布的《新上市申请人指南》，经不时修订、补充或以其他方式修改。

「《**上市规则**》」指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的《上市指南》、上市决策和其他要求。

「**禁售期**」具有第5.1条所给予的涵义。

「**发售价**」指根据全球发售拟发售或销售的每股H股的最终港元价格（不包括经纪佣金和征费）。

「**超额配售权**」具有国际发售通函所给予的涵义。

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方。

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中华人民共和国澳门特别行政区和台湾。

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）。

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义。

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程。

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）。

「**监管机构**」具有第6.2(i)条所给予的涵义。

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益。

「**S规例**」指《证券法》下的S规例。

「**人民币**」指人民币，为中国的法定货币。

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例。

「**证监会**」或「**香港证监会**」指香港证券及期货事务监察委员会。

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）以及据此颁布的规则和条例。

「**联交所**」指香港联合交易所有限公司。

「**附属公司**」具有《公司条例》所给予的涵义。

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区。

「**美元**」指美国的法定货币。

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；

(d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) 凡提述法规、法定条文、条例或规则之处均包括提述：

(i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；

(ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及

(iii) 据此作出的任何附属立法；

(g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由本公司、独家保荐人和独家保荐人兼整体协调人共同予以宽免）后及在本协议其他条款和条件的规限下：

(a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及／或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前十（10）个营业日向本公司、独家保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(i)并非或将不会成为美国人士；(ii)位于或将位于美国境外；及(iii)根据S规例将在离岸交易中收购投资者股份，**但前提是：**

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者（i）无条件及不可撤销地向本公司、独家保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及（ii）承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和整体协调人（代表其自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方共同宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免）为条件：

(a) 香港公开发售和国际发售承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

(b) 本公司和整体协调人（代表其自身及全球发售承销商）已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），及有关批准、允许或豁免在H股开始于联交所交易前未被撤销；

(d) 中国证监会已接受中国证监会备案，并在其网站上公布了中国证监会备案的备案结果，且该接受通知及/或备案结果在H股开始于联交所交易前未被驳回、撤回、撤销或作废；

(e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或强制令；及

(f) 投资者在本协议下的各项声明、保证、承认、承诺及确认并将在所有方面均属准确及真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家保荐人和独家保荐人兼整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c) 、3.1(d)和3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由公司、独家保荐人及独家保荐人兼整体协调人共同豁免），投资者购买及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再生效，本公司、独家保荐人及/或整体协调人承担的一切义务及责任将结束及终止；**惟**本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、确认和承认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止或发售价将在公开文件指示的范围之内。若全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，则本公司、独家保荐人和整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售因任何原因延迟或终止、未能进行、在所预期的日期及时间前未完成或根本无法完成或发售价不在公开文件指示的范围之内，而向本公司、独家保荐人和整体协调人或其各自的联属人士、高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及／或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家保荐人兼整体协调人决定的时间及方式予以认购。

4.2 投资者须按上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论

投资者股份的交付时间如何），以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日上午8点之前（香港时间）书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4 投资者股份亦可以本公司、独家保荐人、独家保荐人兼整体协调人及投资者可能书面协定的任何其他方式进行交付与付款，前提是投资者股份的付款与交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。

4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家保荐人和整体协调人的所有义务及责任须停止和终止（但不得损害本公司、独家保荐人和整体协调人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

4.6 本公司、独家保荐人、整体协调人及彼等各自的联属人士因超出本公司、独家保荐人、整体协调人（视情况而定）控制的情况（包括但不限于天灾、水灾、疫情、大流行病、或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒和新冠病毒）、宣布国家、国际或区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、海啸、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁或升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别），并且本公司、独家保荐人及独家保荐人兼整体协调人（为其本身及代表整体协调人）各自有权终止本协议。

5. 对投资者的限制

5.1 在第5.2条的规限下，投资者（为其自身及，当投资者股份根据第5.2条将由

其全资附属公司持有时，代表其全资附属公司），与本公司、独家保荐人和整体协调人各方议定、契诺并向其承诺，未经本公司、独家保荐人和独家保荐人兼整体协调人各自的事先书面同意，投资者不会自上市日期（包括该日期）起至上市日期起六(6)个月后之日（包括该日期）内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券，或同意、签订该等协议或公开宣布其签订该等交易的意图；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

5.2 第5.1条所载的任何条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，**但前提是**在所有情况下：

(a) 在进行该转让之前，该全资附属公司给予书面承诺（向本公司、独家保荐人和整体协调人作出，按令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式及以本公司、独家保荐人和整体协调人为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、陈述和保证；

(c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令本公司、独家保荐人和独家保荐人兼整体协调人满意的条款和形式向本公司、独家保荐人和整体协调人作出及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括但不限于本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

(e) 该全资附属公司(i)并非及将不会成为美国人士或为美国人士的账户或利益认购或申购相关股份；(ii)位于及将会位于美国境外；并(iii)将会根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，在任何时候，除非取得本公司、独家保荐人和独家保荐人兼整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比），且投资者将不会以任何其他方式成为本公司的核心关联人士。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家保荐人和/或整体协调人合理请求向本公司、独家保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引。

5.5 投资者及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立与香港《上市规则》（包括但不限于《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其自身及其联属人士、董事、监事（如适用）、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者共同及各别地向本公司、独家保荐人和整体协调人陈述、保证、承诺、承认、同意和确认：

(a) 本公司、独家保荐人、整体协调人及他们各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并供展示；

(c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资

料，将按需要与本公司、联交所、香港证监会及其他监管机构共享，并会纳入综合承配人名单，并在FINI上向整体协调人披露，并且所有此类信息在各方面都是准确、真实和完整的，并且不具有误导性或欺骗性；

(d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) 投资者确认并同意，本公司、独家保荐人及整体协调人可向政府机构（包括但不限于联交所、香港证监会及中国证监会）提交有关投资者认购投资者股份或以其他方式根据本协议投资本公司的信息，且投资者确认并承诺披露及提供通过投资者提供或管理的掉期安排或其他金融或投资产品投资H股的其他直接或间接投资者的所有必要信息（包括但不限于身份及认购金额）；

(f) 投资者股份将由投资者通过整体协调人及／或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

(g) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》第18项应用指引和《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；

(i) 本公司、独家保荐人和整体协调人可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的证券中，由持有量最高的三名公司的公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行规定或批准的要求。

(j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人和/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；

(k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不

受该等规定规限的交易中，或在任何其他司法管辖区而进行，而有关司法管辖区适用法律允许者除外；

(l) 其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(m) 其明白本公司、独家保荐人、整体协调人或国际发售的任何国际承销商均未就投资者股份后续的再要约、转售、质押或转让是否可适用《证券法》项下的任何豁免作出任何陈述；

(n) 除非第5.2条作出规定，否则若投资人的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》），其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、缔约方、合伙人及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(p) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：

(i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者

及／或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

(iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券的要约；

(r) 投资者及其任何联属人士或代其行事的任何人士均未从事且将不会从事任何有关H股的直接销售活动（具有S规例所指的涵义）或就投资者股份进行任何形式的一般招揽或一般广告（定义见《证券法》D规例），或以任何方式涉及公开发售（定义见《证券法》第4(2)条）；

(s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

(t) 在作出投资决定时，各投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（不论是由本公司、独家保荐人、整体协调人或各自的董事、监事（如适用）、管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士准备的，还是由其他），及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(u) 独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(v) 投资者将遵守本协议、香港《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；

(w) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家保荐人、整体协调人、或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家保荐人、整体协调人或其各自子公司、联系人、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、合伙人或代表，或与全球发售有关的其他方，均不对投资人认购投资者股份或有关交易投资者股份的任何税务、法律、监管、财务、会计、货币或其他经济或其他后果承担责任；

(x) 其明白，投资者股份目前并无公开市场，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问并未就将存在投资者股份的公开市场作出担保；

(y) 若全球发售因任何原因延迟、终止或未完成，本公司、独家保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表对投资者或其子公司不承担任何责任；

(z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权及(iii)在符合适用法律的情况下，对发售股份数量、发售价范围和最终发售价进行联交所可能批准的其他调整或重新分配；

(aa) 除本协议外，投资者并无与本公司，本公司的任何股东，独家保荐人及/或整体协调人订立其他有关全球发售的协议；

(bb) 投资者同意于上市日期前两(2)个完整营业日下午6点之前（香港时间）（不论投资者股份的交付时间如何），支付总投资金额及相关经纪佣金与征费；

(cc) 交易H股须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及

(dd) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家保荐人和整体协调人进一步声明、保证及承诺：

(a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 其具有接收和使用本协议项下的信息（包括但不限于本协议、招股章程草案和初步发售通函草案）的资格，这些信息并不会违反适用于投资者的法律，也不需要投资者所在的司法权区内进行任何注册或获得许可；

(c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、

被撤销、撤回或废止，将立即以书面形式通知本公司、独家保荐人和整体协调人。

(h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

(i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为「**监管机构**」）的不时要求在时限内向监管机构提供、或促使或促致直接或间接通过本公司、独家保荐人和/或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者、及其最终实益拥有人及/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）及/或；(iv)投资者或其实益拥有人和紧密联系人与本公司及其任何股东之间的任何关连关系（统称为「**投资者相关信息**」）。投资者进一步授权本公司、独家保荐人、整体协调人或其各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据上市规则或适用法律的要求或任何相关监管机构的要求向其披露任何投资者相关信息；

(j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易的任何独家保荐人或整体协调人；

(l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(m) 其于S规例所指「离岸交易」中于美国境外认购投资者股份且并非且将不会成为美国人士；

(n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

(o) 投资及其实益拥有人及／或联系人(i)为投资者本人认购或收购公司的投资者股份；(ii)为独立于本公司或其联属人士的第三方；(iii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士，及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协定项下所有义务的财务能力及(v)并非受(a)本公司的任何核心关连人士或(b)本公司、本公司或其任何附属公司的任何董事、监事、行政总裁、控股股东、主要股东、现有股东、或前述认识的任何紧密联系人之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；(vi)与公司或其任何股东，除以书面形式向本公司、独家保荐人和整体协调人披露者外，并无任何关联关系；及(vii)不属于香港《上市规则》附录F1(《股本证券的配售指引》)第5段所述人士类别；

(p) 投资者会使用其自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

(q) 投资者、其实益拥有人及／或联系人均非独家保荐人、整体协调人、全球协调人、账簿管理人、全球发售的牵头经理、资本市场中介、承销商、牵头经纪商或分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或当前股东或上述任何职位的提名人士；

(t) 除先前以书面形式通知独家保荐人和整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI承销商名单模板所述或由FINI界面或《上市规则》要求披露并与承销商相关的任何承销商类别（「基石投资者」除外）；或(b)《上市规则》(包括第12.08A条)要求须于本公司的分配结果公告识别的任何承销商组别；

(u) 投资者并未及将不会就分销H股与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(v) 认购投资者股份将遵守香港《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第4.15章的条文，以及香港证监会发出的指引（经不时更新或修订），其并不会采取任何会导致本公司、独家保荐人及／或整体协调人违反该等条文的行为；

(w) 投资者及其紧密联系人所持（直接地或间接地）本公司已发行股份总数不得导致公众持有的本公司证券总数低于香港《上市规则》规定的百分比或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、其联系人、关连人士、任何独家保荐人、整体协调人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(y) 投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理为一方，本公司、其控股股东或本集团任何成员及其各自联属人士、董事、监事（如适用）、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括《上市指南》第4.15条)；

(z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何H股或通过簿记建档方式就全球发售下的任何H股下达订单，除非该等行动已向本公司、独家保荐人和整体协调人披露，并遵守《上市指南》第4.15章中规定的指引；

(aa) 除本此协议提述以外，投资者并未就投资者股份与有关政府部门或任何第三方订立任何的安排、协议或承诺；

(bb) 除先前以书面形式向本公司、独家保荐人和整体协调人披露者外，投资者、其实益拥有人和/或联系人并无及不会订立任何与投资者股份相关的掉期安排或其他金融或投资产品；以及

6.3 投资者向本公司、独家保荐人和整体协调人声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构和/或公司、独家保荐人和整体协调人及其各自联属人士提供的和/或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、独家保荐人和整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家保荐人及／或整

体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、独家保荐人和/或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或主管监管机构或有关政府部门（包括联交所、香港证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性，并且其将于该说明发生任何变化时立即作出书面通知，并向公司、独家保荐人和整体协调人提供意见和更新信息及/或证明文件。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载保证、承诺、声明、协议、确认及承认。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家保荐人及整体协调人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或其各自高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家保荐人、整体协调人、全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动，且本协议一经签署，即构成其合法、有效和有约束力的义务；

(c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有*同等*地位；

(d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合香港《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.5条或第4.4条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止。

7.2 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。尽管有前述规定，第6.5条及投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及/或本公司、独家保荐人及/或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、独家保荐人及/或整体协调人或代表本公司、独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、香港证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资已经提前咨询本公司、独家保荐人和独家保荐人兼整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家保荐人和整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人或整体协调人可合理要求的与之有关，涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人和/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会和中国证

监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址、传真号码或电邮地址（如适用）：

若发送至本公司，则发送至

地址： 中国广东省深圳市南山区西丽街道西丽社区打石一路深圳国际创新谷6栋A座1101
邮件： feixiang.xi@fibocom.com
收件人： 习飞香先生

若发送至投资者，则发送至：

地址： 香港尖沙咀柯士甸道西1號環球貿易廣場86層邮件：
邮件： runze.gan@dreameefund.com
收件人： 干润泽

若发送至中信证券，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场1期18楼
传真： +852 2169 0801
邮件： project_h2025@clsa.com
收件人： Project H team

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼
传真： +852 3761 8788
邮件： projecth2025@cmbi.com.hk
收件人： Project H2025 Team

若发送至国证国际，则发送至：

地址： 中环交易广场一座39楼
传真： +852 2213 1010
邮件： projecth@sdicsi.com.hk

收件人： Project H – ECM team

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若以传真发送，则为传送确认之时；及若通过电子邮件发送，则为在发送时间后立即视为已获接收（以发件人发送电子邮件的设备上记录为准，无论电子邮件是否已被确认，除非发件人收到自动消息表示电子邮件未送达）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六(6)日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 本协议项下独家保荐人及整体协调人的义务为各自独立承担（而非共同或共同及各别）。任何独家保荐人或整体协调人均无需对其他独家保荐人或整体协调人未能履行其在本协议项下的各自义务承担责任，且该等未履行不影响任何其他独家保荐人或整体协调人执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他独家保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 除明显错误外，就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.4 投资者本公司、独家保荐人和整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应通力合作。

10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 除与当时已经执行的该等事项有关者外及除非经投资者、本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

10.12 各独家保荐人和整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该独家保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议

项下的义务不可转让。

10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家保荐人和独家保荐人兼整体协调人（为其本身及代表整体协调人）有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁通知之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，及本第11.2条及仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

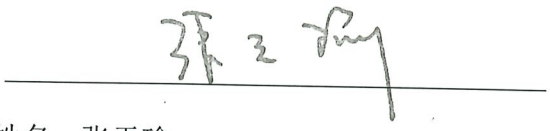
13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

深圳市广和通无线股份有限公司

签署人：



姓名：张天瑜

职衔：董事

为及代表：

Dream'ee （Hong Kong） Open-ended Fund Company

签署人：

For and on behalf of
DREAM'EE (HONG KONG) OPEN-ENDED FUND COMPANY

丁盡瓊

Authorized Signature(s)

姓名：丁盡瓊

职衔：執行董事

为及代表：
中信證券（香港）有限公司



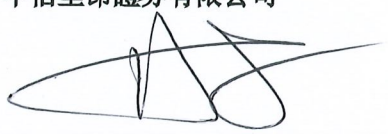
姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司



姓名：Heung Li
职衔：Managing Director

为及代表：

招银国际融资有限公司

签署人：



姓名：Laura Yang

职衔：Executive Director

招银国际融资有限公司

签署人：



姓名：Christopher Fok

职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人

姓名：Ryan Zhao
职衔：Executive Director

为及代表：
中信里昂證券有限公司
作为授权代表并代表各其他整体协调人



姓名：Heung Li
职衔：Managing Director

投资者股份数目

投资者股份数目应等于(1) 40,000,000 港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下取整至最接近200股H股的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情形，则投资者股份数目可被*按比例*扣除以满足香港公开发售下的公众需求。

此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持有量最高的三名公众股东实益拥有的百分比不得超过50%；(ii)香港《上市规则》第19A.13A条下的最低公众持股要求；(iii)香港《上市规则》第19A.13C条下的最低自由流通量要求；或(iv) 香港《上市规则》第18项应用指引第3.2段规定，在首次公开招股中最初发售的股份数目总额的至少40%必须分配予配售部份的投资者（基石投资者除外），或经联交所另行批准的要求。此外，整体协调人及本公司亦可凭全权绝对酌情权调整投资者股份的数量，以遵守《上市规则》附录F1（股本证券的配售指引）的相关规定。

附表二　　投资者详情

投资者

注册成立地：	香港
注册证书编号：	78639960
商业登记号码：	78639960-000-08-25-2
LEI号码：	N/A
商业地址及电话号码及联络人：	香港尖沙咀柯士甸道西1號環球貿易廣場86層8608E。电话：+852 36517170；联络人：干润泽
主要业务：	资产管理
最终控股股东：	Dream'ee (Hong Kong) Capital Limited
最终控股股东的注册地：	香港
最终控股股东的商业登记号码及LEI号码：	76213764
最终控股股东的主要业务：	资产管理
股东及持有之权益：	100%管理股
投资者在招股章程中的描述：	**君宜投資者** 國泰君安証券投資（香港）有限公司（「國泰君安証券投資」）及Dream'ee (Hong Kong) Open-ended Fund Company（「君宜香港基金」，連同國泰君安証券投資，統稱為「君宜投資者」）已分別與本公司簽訂基石投資協議。 **國泰君安証券投資** 國泰君安証券投資與國泰海通證券股份有限公司（「國泰海通」）將彼此互相之間及分別與君宜祈鑫私募證券投資基金及君宜祈隆私募證券投資基金（統稱為「國泰海通最終客戶（君宜）」）

進行一系列跨境delta-one場外掉期交易（「君宜場外掉期」），據此國泰君安証券投資將以非全權基準持有發售股份，以對沖君宜場外掉期，而相關發售股份的經濟風險及回報轉移予國泰海通最終客戶（君宜），但須支付慣常費用及佣金。君宜場外掉期將由國泰海通最終客戶（君宜）提供全部資金。

於君宜場外掉期期間，通過君宜場外掉期，國泰君安証券投資認購的發售股份的所有經濟回報將轉移予國泰海通最終客戶（君宜），所有經濟損失由國泰海通最終客戶（君宜）承擔，國泰君安証券投資將不會參與發售股份的任何經濟回報或承擔任何經濟損失。君宜場外掉期的期限等於或長於禁售期，因此國泰海通最終客戶（君宜）不得隨意在禁售期結束前提前終止君宜場外掉期。儘管國泰君安証券投資將持有發售股份的合法所有權，但根據其內部政策，於君宜場外掉期期間，國泰君安証券投資將不會行使相關發售股份所附帶的投票權。據國泰君安証券投資經作出一切合理查詢後所深知，各國泰海通最終客戶（君宜）均為國泰君安証券投資、國泰海通及國泰海通同一集團成員公司之獨立第三方。國泰君安証券投資為一家於香港註冊成立的公司。其主要業務活動為貿易及投資。該公司由國泰海通證券股份有限公司（中國領先的證券公司，其股份於上海（SSE：

601211）及香港（HKEX：2611）雙重上市）間接全資擁有。

國泰海通最終客戶（君宜）、君宜祈鑫私募證券投資基金（「君宜祈鑫」）及君宜祈隆私募證券投資基金（「君宜祈隆」）為由深圳君宜私募證券基金管理有限公司（「君宜深圳」）管理的投資基金。概無最終實益擁有人持有君宜祈鑫30%以上的權益。除獨立第三方張剛強外，概無其他人士持有君宜祈隆30%以上權益。

君宜深圳於2014年在深圳成立。君宜深圳由蘭坤、張敬若、北京必創科技股份有限公司及深圳君宜普願科技企業（有限合夥）（「君宜普願」）分別最終擁有48.33%、 18.33%、3.33%及30%權益。君宜普願由獨立第三方蘭坤最終控制。君宜深圳主要專注於IPO配售及二級股票市場、債券及衍生品的投資，並擁有私募投資基金管理人資格。蘭坤先生曾就職於國內知名證券公司。蘭坤先生從事投資銀行及資產管理業務逾20年。

君宜香港基金

君宜香港基金為一家於2025年8月在香港註冊成立的私人開放式基金公司，為受證券及期貨條例規管的傘子基金，主要從事基石投資。君宜香港基金的投資管理人為君宜（香港）資本有限公司（一家於2024年2月在香港註冊成立的有限公司，由蘭坤全資擁有，並獲證監會發牌

	在香港進行第9類（提供資產管理）受規管活動）。截至最後實際可行日期，概無投資者持有將參與全球發售的君宜香港基金旗下子基金30%或以上的權益。
相关投资者类别（联交所FINI承销商名单模板所述或由FINI界面要求披露）：	基石投资者 非证监会认可基金[2]

[2] 包括所有相关投资者类别：(i)发行人的现有或过往雇员，(ii)发行人的顾客或客户；(iii)发行人的供应商；(iv)独立定价投资者(定义见《上市规则》第 18C 章)； (v)全权托管投资组合(定义见《上市规则》附录 F1)；(vi)全权信托；(vii)中国政府机构(定义见《上市规则》)；(viii)关连客户(定义见《上市规则》附录 F1)； (ix)现有股东，董事或紧密联系人(定义见《上市规则》第 1 章)；(x)保荐人或紧密联系人；(xi)承销商及／或分销商或其紧密联系人；或(xii)非证监会认可基金。

OCTOBER 12, 2025

FIBOCOM WIRELESS INC.
(深圳市廣和通無線股份有限公司)

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED

CMB INTERNATIONAL CAPITAL LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT

relating to the Hong Kong Public Offering of H Shares of nominal value of RMB1.00 each in Fibocom Wireless Inc.
(深圳市廣和通無線股份有限公司)

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THIS AGREEMENT is made on October 12, 2025

BETWEEN:

(1) **FIBOCOM WIRELESS INC. (深圳市廣和通無線股份有限公司)**, a limited liability company established under the laws of the PRC on November 11, 1999 and converted into a joint stock company with limited liability on December 25, 2014, whose registered office is at Room 1101, Tower A, Building 6, Shenzhen International Innovation Valley, Dashi 1st Road, Xili Community, Xili Subdistrict, Nanshan District, Shenzhen, Guangdong, PRC (the "**Company**");

(2) **CITIC SECURITIES (HONG KONG) LIMITED** whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(3) **CLSA LIMITED** whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**");

(4) **SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED** whose registered office is at 39/F., One Exchange Square, Central, Hong Kong ("**SDICSI**");

(5) **CMB INTERNATIONAL CAPITAL LIMITED** whose registered office is at 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong ("**CMBI**"); and

(6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the "**Hong Kong Underwriters**").

RECITALS:

(A) The Company is a limited liability company established under the laws of the PRC on November 11, 1999 and converted into a joint stock company with limited liability on December 25, 2014, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on May 8, 2025.

(B) As of the Latest Practicable Date, the issued share capital of the Company consisted of 765,453,542 A Shares (including 2,627,960 A Shares as treasury Shares) with a nominal value of RMB1.00 each, all of which are listed on the ChiNext Board of the Shenzhen Stock Exchange.

(C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell H Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the H Shares in the International Offering.

(D) CITICS has been appointed as the Sole Sponsor. CLSA has been appointed as the Sole Sponsor-OC. CLSA, SDICSI and CMBI have been appointed as the Overall Coordinators and Joint Global Coordinators in connection with the Global Offering.

(E) The Sole Sponsor has made an application on behalf of the Company to the Stock Exchange for the Listing.

(F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

(G) The Company has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

(H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as the H Share Registrar.

(I) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

(J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on September 18, 2025, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

(K) The Company, the Sole Sponsor-OC, the Overall Coordinators and the International Underwriters (among others) intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(L) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Sole Sponsor-OC (for itself and on behalf of other Overall Coordinators and International Underwriters), at its sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 20,262,000 additional H Shares, representing not more than 15.0% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.

(M) At a meeting of the Board held on October 9, 2025 (the "**Long Board Resolutions**"), resolutions were passed pursuant to which, *inter alia*, the Board has approved, and each person who is an Authorized Signatory (as defined in the Long Board Resolutions) was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

(N) The CSRC confirmed completion of the Company's CSRC Filing on September 18, 2025 for the Global Offering and the making of the application to list the H Shares on the Stock Exchange.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

"**A Share(s)**" means ordinary share(s) issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the ChiNext Board of the Shenzhen Stock Exchange;

"**Acceptance Date**" means October 17, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

"**Accepted Hong Kong Public Offering Applications**" means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

"**Admission**" means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the H Shares (including any additional H Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option and any additional Shares to be issued pursuant to the 2022 Restricted Share Incentive Plan and the 2023 Restricted Share Incentive Plan);

"**Affiliates**" means, in relation to any person, any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**", "**controlled by**" and "**under common control with**" shall be construed accordingly;

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;

"**AFRC Transaction Levy**" means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

"**Announcement Date**" means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be October 21, 2025;

"**Application Lists**" means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

"**Application Proof**" means the application proof of the Prospectus posted on the Stock Exchange's website at http://www.hkexnews.hk on April 25, 2025;

"**Approvals and Filings**" means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

"**Articles of Association**" means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

"**Associate(s)**" or "**Close Associate(s)**" has the meaning given to it in the Listing Rules;

"**Authority**" means any administrative, governmental, legislative or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational, including, without limitation, the CSRC, the Stock Exchange and the SFC;

"**Board**" means the board of directors of the Company;

"**Brokerage**" means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC;

"**CMI Engagement Letters**" means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

"**CMIs**" means CLSA, SDICSI, CMBI, ABCI Capital Limited, ABCI Securities Company Limited, China Sunrise Securities (International Limited) and Futu Securities International (Hong Kong) Limited, being the capital market intermediaries to the Global Offering;

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Company's HK & US Counsel**" means Paul Hastings (Hong Kong) LLP, being the Company's legal advisers as to Hong Kong laws and US laws;

"**Company's PRC Counsel**" means Jingtian & Gongcheng, being the Company's legal advisers as to PRC laws;

"**Company's Hong Kong Local Counsel**" means Samuel L.C. Yang & Co., being the Company's legal advisers as to Hong Kong laws;

"**Compliance Adviser**" means Somerley Capital Limited;

"**Compliance Adviser Agreement**" means the agreement entered into between the Company and the Compliance Adviser on April 22, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

"**Conditions**" means the conditions precedent set out in Clause 2.1;

"**Conditions Precedent Documents**" means the documents listed in Parts A and B of Schedule 3;

"**Connected Person**" has the meaning given to it in the Listing Rules;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Controlling Shareholder**" has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder as referred to in the Prospectus;

"**Cornerstone Investment Agreements**" means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

"CSRC" means the China Securities Regulatory Commission of the PRC;

"CSRC Archive Rules" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or modified from time to time;

"CSRC Filing Report" means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on April 27, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

"CSRC Filing(s)" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"CSRC Rules" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" in the Prospectus;

"**Disclosure Package**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**Disputes**" has the meaning ascribed to it in Clause 16.2;

"**Encumbrance**" means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

"**Export Control Consultant**" means Paul Hastings LLP, legal advisers to the Company as to U.S. export controls, U.S. investment restrictions and China-U.S. trade policies;

"**FINI**" means the "Fast Interface for New Issuance", an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings in Hong Kong;

"**FINI Agreement**" means the FINI agreement dated October 10, 2025 and entered into between the Company and HKSCC;

"**Formal Notice**" means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Group**" means the Company and its Subsidiaries from time to time;

"**Group Company**" means a member of the Group;

"**H Share Registrar**" means Computershare Hong Kong Investor Services Limited, the Hong Kong share registrar of the Company and transfer agent for the H Shares;

"**H Shares**" means overseas listed foreign shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollars**" means Hong Kong dollars, the lawful currency of Hong Kong;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Hong Kong Offer Shares**" means the 13,508,200 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

"**Hong Kong Public Offering**" means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Applications**" means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant's behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter's Applications;

"**Hong Kong Public Offering Documents**" means the Prospectus and the Formal Notice;

"**Hong Kong Underwriters**" means the underwriters whose names and addresses are set out in Schedule 1;

"**Hong Kong Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

"**Hong Kong Underwriter's Application**" means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

"**Incentive Fee**" has the meaning ascribed to it in Clause 7.2;

"**Indemnified Parties**" means the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, Affiliates, directors, officers, employees, advisers, consultants, assignees and agents of each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates;

"**Indemnifying Party**" means the Company;

"**Industry Consultant**" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., the independent industry consultant for the Company;

"**Internal Control Consultant**" means Grant Thornton Advisory Services Limited, the internal control consultant to the Company;

"**International Offer Shares**" means the 121,572,000 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Over-allotment Option;

"**International Offering**" means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

"**International Offering Purchasing Commitment**" means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

"**International Underwriters**" means the underwriters of the International Offering named as such in the International Underwriting Agreement;

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Sole Sponsor-OC, the Overall Coordinators and the International Underwriters on or around the Price Determination Date;

"**Investor Presentation Materials**" means all information, materials and documents used, issued, given or presented in any of the investor presentations, roadshow presentations and/or

non-deal roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

"**Joint Bookrunners**" means CLSA, SDICSI, CMBI, ABCI Capital Limited, China Sunrise Securities (International Limited) and Futu Securities International (Hong Kong) Limited, being the joint bookrunners to the Global Offering;

"**Joint Global Coordinators**" means CLSA, SDICSI and CMBI, being the joint global coordinators to the Global Offering;

"**Joint Lead Managers**" means CLSA, SDICSI, CMBI, ABCI Securities Company Limited, China Sunrise Securities (International Limited) and Futu Securities International (Hong Kong) Limited, being the joint lead managers to the Global Offering;

"**Laws**" means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

"**Legal Advisers**" means Company's HK & US Counsel, Company's PRC Counsel, Company's Hong Kong Local Counsel, Export Control Consultant, Underwriters' HK & US Counsel and Underwriters' PRC Counsel;

"**Listing**" means the listing on the Main Board of, and permission to deal on the Main Board in, the H Shares;

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on October 22, 2025;

"**Listing Rules**" means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the Guide for New Listing Applicants (as amended from time to time), listing decisions, guidance, guidelines and other requirements of the Stock Exchange;

"**Losses**" has the meaning ascribed to it in Clause 9.1;

"**Main Board**" means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the GEM of the Stock Exchange;

"**Material Adverse Effect**" means a material adverse change or a material adverse effect or any development involving a prospective material adverse change or a prospective material adverse effect, whether directly or indirectly, on or affecting the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders' equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole, or which could adversely affect the ability of the Company to perform its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents or which is material in the context of the Global Offering;

"**Money Settlement Failure**" means a notification by HKSCC to any of the Sole Sponsor or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed "How to Apply for Hong Kong Offer Shares – C. Circumstances in Which You Will Not Be Allocated Hong Kong Offer Shares – 5. If there is money settlement failure for allotted H Shares" in the Prospectus;

"**Nominee**" means CMB Wing Lung (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

"**OC Engagement Letters**" means the Sponsor and Sponsor-OC Engagement Letter and the engagement letters dated May 8, 2025 and May 7, 2025 in respect of the Global Offering entered into between SDICSI and CMBI, respectively, each as an Overall Coordinator, and the Company;

"**Offer Price**" means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

"**Offering Circular**" means the final offering circular to be issued by the Company in connection with the International Offering;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto;

"**Operative Documents**" means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar's Agreement, the Cornerstone Investment Agreements and the FINI Agreement, or any relevant one or more of them as the context requires;

"**Overall Coordinators**" means CLSA, SDICSI and CMBI, being the overall coordinators to the Global Offering;

"**Over-allotment Option**" means the option to be granted by the Company to the International Underwriters and exercisable by the Sole Sponsor-OC (for itself and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

"**Over-allotment Option Shares**" means up to 20,262,000 additional H Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

"**Over-Subscription**" has the meaning ascribed to it in Clause 4.11;

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange's website at http://www.hkexnews.hk on October 5, 2025, as amended or supplemented by any amendment or supplement thereto;

"**PRC**" means the People's Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular dated October 14, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

"**Price Determination Agreement**" means the agreement in the agreed form to be entered into between the Company and the Sole Sponsor-OC (for itself and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

"**Price Determination Date**" means the date on which the Offer Price is fixed in accordance with Clause 2.6;

"**Proceedings**" means all litigations, actions, suits, arbitration proceedings, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

"**Prospectus**" means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

"**Prospectus Date**" means the date of issue of the Prospectus, which is expected to be on or about October 14, 2025;

"**Receiving Bank**" means CMB Wing Lung Bank Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

"**Receiving Bank Agreement**" means the agreement dated October 11, 2025 entered into between the Company, the Receiving Bank, the Nominee, the Sole Sponsor, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

"**Registrar's Agreement**" means the agreement dated September 11, 2025 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

"**Relevant Jurisdictions**" has the meaning ascribed to it in Clause 11.1;

"**Renminbi**" and "**RMB**" mean Renminbi, the lawful currency of the PRC;

"**Reporting Accountants**" means Grant Thornton Hong Kong Limited, Certified Public Accountants;

"**Securities Act**" means the United States Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder;

"**Securities and Futures Commission**" or "**SFC**" means the Securities and Futures Commission of Hong Kong;

"**Securities and Futures Ordinance**" or "**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**SFC Transaction Levy**" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

"**Share(s)**" means the ordinary share(s) in the issued share capital of the Company with a nominal value of RMB1.00 each, comprising A Shares and H Shares;

"**Sole Sponsor**" means CITICS, being the sole sponsor to the Listing;

"**Sole Sponsor-OC**" means CLSA, being the sole sponsor-overall coordinator to the Global Offering;

"**Sponsor and Sponsor-OC Engagement Letter**" means the engagement letter in respect of the Global Offering entered into among the Company, CITICS and CLSA on February 25, 2025;

"**Stabilizing Manager**" has the meaning ascribed to it in Clause 6.1;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**Subsidiaries**" means the companies named in the Prospectus as subsidiaries of the Company, and "**Subsidiary**" means any one of them;

"**Supervisors**" means the supervisors of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" of the Prospectus;

"**Supplemental Offering Materials**" means any "written communication" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

"**Taxation**" or "**Taxes**" means all forms of taxation whenever created, imposed or arising and whether of the Relevant Jurisdictions or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of the Relevant Jurisdictions or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

"**Time of Sale**" has the same meaning as in the International Underwriting Agreement;

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

"**Transfer Pricing Consultant**" means Grant Thornton Tax Services Limited;

"**Under-Subscription**" has the meaning ascribed to it in Clause 4.6;

"**Underwriters**" means the Hong Kong Underwriters and the International Underwriters;

"**Underwriters' HK & US Counsel**" means Sullivan & Cromwell (Hong Kong) LLP, being the Underwriters' legal advisers on Hong Kong and US law;

"**Underwriters' PRC Counsel**" means JunHe LLP, being the Underwriters' legal advisers on PRC law;

"**Underwriting Commission**" has the meaning ascribed to it in Clause 7.1;

"**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland;

"**Unsubscribed Shares**" has the meaning ascribed to it in Clause 4.6;

"**U.S.**" and "**United States**" means the United States of America;

"**Verification Notes**" means the verification notes relating to the Prospectus, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Sole Sponsor and the Sole Sponsor-OC;

"**Warranties**" means the representations, warranties and undertakings given by the Company as set out in Schedule 2;

"**White Form eIPO**" means the application for Hong Kong Offer Shares to be issued in the applicant's own name by submitting applications online through the designated website of the White Form eIPO Service Provider at www.eipo.com.hk; and

"**White Form eIPO Service Provider**" means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a "**company**" shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a "**person**" shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a "**subsidiary**" or a "**holding company**" are to the same as defined in sections 15 and 13 of the Companies Ordinance;

1.3.6 "**Clauses**", "**Paragraphs**", "**Recitals**" and "**Schedules**" are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 "**parties**" are to the parties to this Agreement;

1.3.8 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.3.9 the terms "**or**", "**including**" and "**and**" are not exclusive, and whenever the words "**include**," "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**";

1.3.10 the terms "**purchase**" and "**purchaser**", when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms "**sell**" and "**sale**", when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;

1.3.11 a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) but such documents in agreed form do not form part of this Agreement;

1.3.12 a "**certified true copy**" means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;

1.3.13 "**written**" or "**in writing**" shall include any mode of reproducing words in a legible and non-transitory form, and "**written consent**" or "**written approval**" may be given in any form of written communication, including but not limited to written agreements, email or other means of written confirmation;

1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and

1.3.15 any reference to "**right(s)**", "**duty(ies)**", "**power(s)**", "**authority(ies)**" and "**discretion(s)**" of the Sole Sponsor, the Sole Sponsor-OC or the Overall Coordinators shall only be exercised when the Sole Sponsor, the Sole Sponsor-OC or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.

1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 CONDITIONS

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

2.1.1 the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) may agree, respectively;

2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance on the Business Day immediately before the Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;

2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) may agree in writing);

2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) on the Price Determination Date (or such later date as may be agreed between the Company and the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.7 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);

2.1.8 the Company having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

2.1.9 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and

2.1.10 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.

2.2 **Procure fulfilment:** The Company undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or use its best endeavors to procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Sole Sponsor-OC may determine (in which case the Sole Sponsor and the Sole Sponsor-OC shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and Sole Sponsor-OC to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition and any such waiver or modification shall be notified by the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Underwriters) to the Company as soon as practicable after such wavier or modification is made.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **No waiver in certain circumstances:** The Sole Sponsor's, the Sole Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

2.6 **Determination of Offer Price:** The Company and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on October 20, 2025, and no extension is granted by the Sole Sponsor and Sole Sponsor-OC pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sole Sponsor-OC) hereby authorizes the Sole Sponsor-OC to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Sole Sponsor-OC may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.fibocom.com) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the

SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI pursuant to the supplemental prospectus.

3 APPOINTMENTS

3.1 **Sole Sponsor**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CITICS as the sole sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to its engagement under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letter, which shall continue to be in full force and effect.

3.2 **Sole Sponsor-OC and Overall Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA as the sole sponsor-overall coordinator, and CLSA, SDICSI and CMBI as the overall coordinators in connection with the Global Offering, and each of the Sole Sponsor-OC and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor-OC and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letter and OC Engagement Letters, which shall continue to be in full force and effect.

3.3 **Joint Global Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, SDICSI and CMBI as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.4 **Joint Bookrunners**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, SDICSI, CMBI, ABCI Capital Limited, China Sunrise Securities (International Limited) and Futu Securities International (Hong Kong) Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.5 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, SDICSI, CMBI, ABCI Securities Company Limited, China Sunrise Securities (International Limited) and Futu Securities International (Hong Kong) Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.6 **Capital Market Intermediaries**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, SDICSI, CMBI, ABCI Capital Limited, ABCI Securities Company Limited, China Sunrise Securities (International Limited) and Futu Securities International (Hong Kong) Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.

3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall be liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Company or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Company is solely responsible in this regard):

3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3; and

3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.12 **No fiduciary relationship:** The Company acknowledges and agrees that (i) the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sole Sponsor-OC, in its role as such, is acting solely as sponsor-overall coordinator of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

The Company further acknowledges that the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Company, their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Company or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Company on other matters), and the Company hereby confirms its understanding and agreement to that effect. The Company, on the one hand, and the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Company or any of them.

The Company, on the one hand, and the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole

Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Company, and none of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Company with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Company on other matters).

The Company further acknowledges and agrees that the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Company, its directors, supervisors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as Sole Sponsor in connection with the proposed listing of the Company) in any jurisdiction. The Company shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, supervisors, officers and employees shall have any responsibility or liability to the Company with respect thereto. Any review by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of the Company.

The Company further acknowledge and agree that the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company.

The Company hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Company may have against the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any

breach or alleged breach of any fiduciary, agency, advisory or similar duty to the Company in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;

3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;

3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Sole Sponsor and the Underwriters that they have met or will meet these responsibilities; and

3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the

orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.fibocom.com on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.fibocom.com and the official website of the Stock Exchange at www.hkexnews.hk.

4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies and any interest accruing thereon under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavors to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **H Share Registrar and White Form eIPO service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters to use its best endeavors to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis

of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall use its best endeavors to procure the Receiving Bank and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Sole Sponsor-OC with such information, calculations and assistance as the Sole Sponsor and the Sole Sponsor-OC may require for the purposes of determining, *inter alia*:

4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and

4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an "**Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the "**Unsubscribed Shares**"), as the Sole Sponsor-OC (on behalf of the Overall Coordinators) may in its sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$[\ N = T \times \frac{(C - P)}{(AC - AP)}\ ]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Sole Sponsor-OC (on behalf of the Overall Coordinators) may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reallocation and/or reduction pursuant to Clauses 2.7, 4.11 and 4.12, as applicable;

C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reallocation and/or reduction pursuant to Clauses 2.7, 4.11 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Sole Sponsor-OC (on behalf of the Overall Coordinators) in its sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sole Sponsor-OC (on behalf of the Overall Coordinators) of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Sole Sponsor-OC that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Sole Sponsor-OC pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Sole Sponsor-OC shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as

practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Sole Sponsor-OC records for the duly completed applications; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sole Sponsor-OC on behalf of the Overall Coordinators and the Hong Kong Underwriters at its discretion and without obligation, the Sole Sponsor-OC shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on October 21, 2025 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Sole Sponsor-OC to make applications:** In the event of an Under-Subscription, the Sole Sponsor-OC shall have the right (to be exercised at its sole and absolute discretion and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by the Sole Sponsor-OC pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an "**Over-Subscription**"), then：

4.11.1 subject to any required reallocation as set out in Clause 4.11.2 and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules, the Sole Sponsor-OC, in its sole and absolute discretion, may (but shall have no obligation to), after prior consultation with the Company, reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters may be reduced in such manner and proportions as the Sole Sponsor-OC may in its sole and absolute discretion determine;

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription occurs; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Over-Subscription occurs, the Sole Sponsor-OC may, at its sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 20,262,000 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

4.12.1 If an Under-Subscription shall occur, the Sole Sponsor-OC, shall have the right to (but shall have no obligation to), in its sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Sole Sponsor-OC may, in its sole and absolute discretion, determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Company undertakes with the Sole Sponsor, the Sole Sponsor-OC, the Overall

Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on October 21, 2025 (the date specified in the Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Sole Sponsor-OC on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Sponsor-OC) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Sole Sponsor-OC to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sole Sponsor-OC that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sole Sponsor-OC in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Sole Sponsor-OC is hereby irrevocably and unconditionally authorized by the Company, and with the written consent of the Company after the Company is provided with a list of particulars of deductions for confirmation, to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sole Sponsor-OC (and where a person other than the Sole Sponsor-OC is entitled to any amount so deducted, such amount will be received by the Sole

Sponsor-OC on behalf of such person) the amounts payable by the Company pursuant to Clause 7; and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK$21.50 per Offer Share.

5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sole Sponsor-OC will, for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-OC is hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company**: Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sole Sponsor-OC will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-OC is hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.5 **Refund**: The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of

their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 STABILIZATION

6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CLSA (the "**Stabilizing Manager**") as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 **Stabilizing losses and profits:**

6.2.1 All profits or gains, and all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be credited or debited (as the case may be) by the Stabilizing Manager or any person acting for it as stabilizing manager to a stabilizing account, the arrangement regarding which shall be agreed and set out in the International Underwriting Agreement and/or the agreement among International Underwriters.

6.2.2 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Company:** The Company undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it will not, and will cause its Affiliates or any of its or its Affiliates' respective directors, supervisors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) an underwriting commission equal to 2.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such H Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange.

7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the "**Incentive Fee**") of up to 0.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules and communicated to each CMI at or around the Price Determination Date and set out in the International Underwriting Agreement.

7.3 **Sponsor fee and other fees and expenses**: The Company shall further pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letter.

7.4 **Other costs payable by the Company:** The Company shall be responsible for the following fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby, and in each case subject to the terms of the agreements (and all amendments or supplements thereto) entered into between the Company and the relevant parties, where applicable:

7.4.1 fees, disbursements and expenses of the Reporting Accountants;

7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with White Form eIPO service, including the H Share Registrar;

7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters engaged with prior written approval of the Company and/or in accordance with the relevant engagement letters entered into between the Company and such legal advisers;

7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;

7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;

7.4.6 fees, disbursements and expenses of any translators engaged by the Company;

7.4.7 fees, disbursements and expenses of the Receiving Bank and the Nominee;

7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;

7.4.9 fees, disbursements and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMIs and the Underwriters relating to the Global Offering with prior written approval of the Company;

7.4.10 fees and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;

7.4.11 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters and any such consultants and their respective representatives incurred with prior written approval of the Company;

7.4.12 all printing, translation, document production, courier and advertising costs in relation to the Global Offering incurred with prior written approval of the Company;

7.4.13 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto incurred with prior written approval of the Company;

7.4.14 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares incurred with prior written approval of the Company;

7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering incurred with prior written approval of the Company;

7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques incurred with prior written approval of the Company;

7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses which pursuant to applicable Laws shall be borne by the Company in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares;

7.4.18 all costs and expenses related to the press conferences of the Company in relation to the Global Offering incurred with prior written approval of the Company;

7.4.19 all stock admission fees, processing charges and related expenses payable to HKSCC;

7.4.20 all CCASS transaction fees payable in connection with the Global Offering;

7.4.21 all fees and expenses relating to the registration of the Prospectus and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;

7.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering incurred with prior written approval of the Company; and

7.4.23 all costs, fees and out-of-pocket expenses reasonably and necessarily incurred with prior written approval of the Company by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters,

Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Sole Sponsor, the Sole

Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 15 Business Days of the first written request by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be.

7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Sole Sponsor-OC or by such relevant party(ies).

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** The Company hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 2 hereto, to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Company acknowledges that each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to (i) the delivery by the Sole Sponsor-OC and/or the other Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Sole Sponsor-OC and/or the other Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.6 the Announcement Date;

8.2.7 immediately prior to 8:00 a.m. on the Listing Date; and

8.2.8 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Sole Sponsor and/or the Sole Sponsor-OC, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** The Company hereby undertakes to promptly notify the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of the Company.

8.4 **Undertakings not to breach Warranties:** The Company hereby undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), such approval not to be unreasonably withheld.

8.5 **Remedial action and announcements:** The Company shall notify the Sole Sponsor and the Sole Sponsor-OC, as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate

or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or the Company shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may be required by the Sole Sponsor and/or the Sole Sponsor-OC, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Sole Sponsor-OC may require and supplying the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Sole Sponsor-OC for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Sole Sponsor-OC or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Sole Sponsor's, the Sole Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

The Company agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), except as required by Laws, in which case the Company shall first consult the Sole Sponsor and the Sole Sponsor-OC before such issue, publication or distribution or act or thing being done.

8.6 **Company's Knowledge:** A reference in this Clause 8 or in Schedule 2 to the Company's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that the Company or the directors of the Company has/have used his/her/their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.7 **Obligations personal:** The obligations of the Company under this Agreement shall be binding on its personal representatives or its successors in title.

8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be

released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Company has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.11 **Separate Warranties**: Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Party to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses ("**Losses**") or Taxation which the Indemnifying Party may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or publication of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, provided that the foregoing shall not exclude any liability of any Indemnified Party for any Losses which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been

caused solely and directly by the fraud, wilful misconduct or gross negligence on part of such Indemnified Party.

9.2 **Indemnity:** The Indemnifying Party undertakes, from time to time, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the CSRC Filings, notices, announcements, advertisements, communications, Investor Presentation Materials or other documents relating to or connected with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the "**Related Public Information**"); or

9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or

9.2.4 the execution, delivery and performance by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or

9.2.5 the execution, delivery or performance of this Agreement by the Company and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

9.2.6 any breach or alleged breach on the part of the Company or any action or omission of any Group Company or the Company or any of their respective directors, supervisors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or

9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or

9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

9.2.9 any act or omission of any Group Company or the Company in relation to the Global Offering; or

9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

9.2.11 any failure or alleged failure by the Company, the Controlling Shareholder, any of the Directors, Supervisors or employees of the Company, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors or Supervisors for the purpose of the Hong Kong Public Offering) or any Director or Supervisor being charged with an offence or prohibited by operation of law or otherwise disqualified from taking part in management of the Company; or

9.2.12 any breach or alleged breach by any Group Company or the Company of the applicable Laws in any respect; or

9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, the Controlling Shareholder, any Group Company or any of the Directors or Supervisors, or settlement of any such Proceeding; or

9.2.14 any breach or alleged breach by the Company of the terms and conditions of the Hong Kong Public Offering; or

9.2.15 any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 9.2 shall not be available to an Indemnified Party for any Losses which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on part of such Indemnified Party, and the non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

9.3 **Notice of claims**: If the Company becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it shall as soon as reasonably practicable give notice thereof to the Sole Sponsor-OC (for itself and on behalf of other Indemnified Party) in writing with reasonable details thereof.

9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Party of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Party may participate at its expense in the defense of such Proceedings including appointing counsel at its expense to act for it in such Proceedings; provided, however, except with the consent of the Sole Sponsor-OC (for itself and on behalf of any Indemnified Parties), that counsel to the Indemnifying Party shall not also be counsel to the Indemnified Parties. Unless the Sole Sponsor-OC (for itself and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor-OC (for itself and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Party under this Agreement. The Indemnifying Party shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Party, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Party with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Party shall be in addition to any liability which the Indemnifying Party may otherwise have.

9.6 **Contribution:** If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Party shall on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:

9.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or

9.6.2 if the allocation provided in Clause 9.6.1 above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 9.6.1 above but also the relative fault of the Indemnifying Party on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.

9.7 **Arrangements with advisers:** If the Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

9.7.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

9.7.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

9.7.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.

9.9 **Payment free from counterclaims/set-offs**: All payments made by the Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

9.10 **Payment on demand**: All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Party as and when they are incurred within 15 Business Days of a written notice demanding payment being given to the Indemnifying Party by or on behalf of the relevant Indemnified Party.

9.11 **Taxation**: If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

9.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 9 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.

9.13 **Full force**: The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will:

10.1 **Global Offering**: comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.2 taking all necessary actions to obtain Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;

10.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.fibocom.com, the documents referred to in the section of the Prospectus headed "Appendix V – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;

10.1.4 procuring that the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein, including, without limitation, providing the Sole Sponsor, the Sole Sponsor-OC and the Overall Coordinators with such information and assistance as the Sole Sponsor, the Sole Sponsor-OC and the Overall Coordinators may require for the purposes of determining the level of applications under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares, and that none of the terms of the appointments of the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall be amended without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters);

10.1.5 procuring that none of the Company, any member of the Group, the Controlling Shareholder, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;

10.1.6 using its best endeavors to procure that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, or any investor is, directly or indirectly, induced, funded, backed, financed, or has made or entered into any agreement, undertaking, indemnity or any other arrangement with any Connected Person of the Company, existing shareholder of the Company or their respective Close Associates in respect of the subscription of the Offer Shares, it shall as soon as practicable notify the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters);

10.1.7 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed "Future Plans and Use of Proceeds" (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Sole Sponsor and the Sole Sponsor-OC), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;

10.1.8 cooperating with and fully assisting, and procuring the members of the Group, the Controlling Shareholder, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, supervisors, officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;

10.1.9 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

10.1.10 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not

limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise); and

10.1.11 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

10.2 **Information**: provide:

10.2.1 to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or the Controlling Shareholder or otherwise as may be required by the Sole Sponsor or the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and

10.2.2 to the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Sole Sponsor-OC may reasonably require.

10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;

10.3.2 enter into any commitment or arrangement which, in the sole opinion of the Sole Sponsor and the Sole Sponsor-OC, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;

10.3.3 take any steps which, in the sole opinion of the Sole Sponsor and the Sole Sponsor-OC, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;

10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominee, the Receiving Bank and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (such consent shall not be unreasonably withheld);

10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally

adopted by the Company to become effective upon Listing as described in the Prospectus; and

10.3.6 without the prior written approval of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) (such approval shall not be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;

10.4 **Maintaining listing**: maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange, the SFC and the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:

10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;

10.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;

10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a

Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;

10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;

10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;

10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;

10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Sole Sponsor and the Sole Sponsor-OC notice as soon as practicable and reasonable opportunity to review and comment on such disclosure prior to issuance;

10.5.10 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;

10.5.11 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), as soon as practicable notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and as soon as practicable notifying the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) of such material information to the extent permitted by the applicable Laws;

10.5.12 keeping the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority, and to enable the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) to provide

(or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;

10.5.13 providing to or procuring for the Sole Sponsor and the Sole Sponsor-OC all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;

10.5.14 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;

10.5.15 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;

10.5.16 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules; and

10.5.17 pay all Taxes, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the Cayman Islands, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty).

10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):

10.7.1 as soon as practicable provide full particulars thereof to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;

10.7.2 if so required by the Sole Sponsor or the Sole Sponsor-OC, inform the Stock Exchange, the SFC or the CSRC of such change or matter;

10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Sole Sponsor or the Sole Sponsor-OC, promptly amend and/or prepare and deliver (through the Sole Sponsor and the Sole Sponsor-OC) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Sole Sponsor-OC and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Sole Sponsor and/or the Sole Sponsor-OC may require; and

10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) (such consent not to be unreasonably withheld).

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.8 **General**: without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination by the Sponsor-OC:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

(a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, Taiwan, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore, or other jurisdictions relevant to the Group or the Global Offering (each a "**Relevant Jurisdiction**" and collectively, the "**Relevant Jurisdictions**"); or

(b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a

devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or

(c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or

(d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or

(e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or

(f) the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or

(g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director, supervisor or a senior management member of any Group Company or announcing an intention to take any such action; or

(h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or the Controlling Shareholder or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or

(i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or

(j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or

(k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or the Controlling Shareholder or any Director, Supervisor or senior management members as named in the Prospectus; or

(l) any contravention by any Group Company or any Director or Supervisor of the Listing Rules or applicable Laws; or

(m) any change or prospective change, or a materialization of, any of the risks set out in the section headed "Risk Factors" in the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters):

i. has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole;

ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or

iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or

iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) that:

(a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the "**Global Offering Documents**") was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or

(b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or

(c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company in this Agreement or the International Underwriting Agreement; or

(d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Party pursuant to the indemnities in this Agreement; or

(e) any breach of any of the obligations or undertakings imposed upon the Company or any cornerstone investor (as applicable) to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; or

(f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or

(g) the Chairman of the Board, any Director, Supervisor or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or

(h) any Director, Supervisor or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or

(i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or

(j) the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including any additional H Shares that may be issued pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

(k) any person (other than the Sole Sponsor) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or

(l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or

(m) any person (other than the Sole Sponsor and the Sole Sponsor-OC) has withdrawn or sought to withdraw its consent to being named in any of the Offering Documents or to the issue of any of the Offering Documents; or

(n) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or

manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or

(o) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Sole Sponsor-OC, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or

(p) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled, as a result of the payment of the relevant investment amount not being received or settled in the stipulated time and manner or otherwise,

then, in each case, the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;

11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Sole Sponsor-OC pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the H Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall as soon as practicable pay to the Sole Sponsor and the Sole Sponsor-OC the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Sole Sponsor and the Sole Sponsor-OC may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except as disclosed in the Prospectus, including but not limited to the offer, allotment, issue and sale of the Offer Shares pursuant to the Global Offering (including pursuant to the Over-allotment Option) or for circumstances permitted under Rule 10.08 of the Listing Rules, at any time after the date of this Agreement up to and including the date falling six months after the Listing Date

(the "**First Six Month Period**"), it will not, without the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the H Shares or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any H Shares or other securities of the Company, as applicable), or deposit any H Shares or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or \

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of H Shares or such other securities, in cash or otherwise (whether or not the issue of such H Shares or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the "**Second Six Month Period**"), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any H Shares or other securities of the Company.

12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that:

12.2.1 it will comply with the minimum public float requirements specified in the Listing Rules from time to time (the "**Minimum Public Float Requirement**"), and it will not effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters); and

12.2.2 it will not enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the prescribed level under 19A.13C of the Listing Rules.

12.3 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of their respective directors, supervisors, officers, employees, consultants, advisers or agents) during the period of twelve months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), and after the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.

13.2 **Discussion with the Sole Sponsor and the Sole Sponsor-OC:** The Company undertakes to the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) that it will conduct prior discussion with the Sole Sponsor and the Sole Sponsor-OC in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.

13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its Affiliates and its and its Affiliates' respective directors, supervisors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, supervisors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 reasonably required or requested by any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinator, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting; and

15.2.4 if sent by email, immediately after the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the e-mail has not been delivered.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

15.3 **Details of contact:** The relevant address and email of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**:

Address:	Room 1101, Tower A, Building 6, Shenzhen International, Innovation Valley, Dashi 1st Road, Xili Community, Xili Subdistrict, Nanshan District, Shenzhen, Guangdong, PRC
Email:	feixiang.xi@fibocom.com
Attention:	Mr. XI Feixiang (習飛香先生)

If to **CITICS**:

Address:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Email:	project_h2025@clsa.com
Attention:	Project H team

If to **CLSA**:

Address:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Email:	project_h2025@clsa.com
Attention:	Project H team

If to **SDICSI**:

Address:	39/F., One Exchange Square, Central, Hong Kong
Email:	projecth@sdicsi.com.hk
Attention:	Project H – ECM team

If to **CMBI**:

Address:	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong
Email:	projecth2025@cmbi.com.hk
Attention:	Project H2025 Team

If to any of the other Hong Kong Underwriters, to the address, and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2. Notwithstanding the above, each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:

16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.

16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings may be brought in relation to or in support of any arbitration commenced under this Clause 16. Each of the parties hereto further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.

16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

16.6 **Process agent:** Without prejudice to Clause 16.5 above, the Company has established a place of business in Hong Kong at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Where proceedings are taken against the Company in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Sole Sponsor-OC and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Sole Sponsor-OC shall be entitled to appoint such agent for and on behalf of the Company, and such appointment shall be effective upon the giving notice of such appointment to the Company. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Sole Sponsor-OC hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:** Each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any

successor entity to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, the Company agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Sole Sponsor-OC, the Sponsor and Sponsor-OC Engagement Letter, (ii) with respect to the Company and the Overall Coordinators, the OC Engagement Letters, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Engagement Letter, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. Notwithstanding the aforesaid, if any term of this Agreement is inconsistent with that of the Sponsor and Sponsor-OC Engagement Letter, any OC Engagement Letter or any CMI Engagement Letter, the terms in this Agreement shall prevail as between the relevant parties concerned.

17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.14.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, the Company will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Authority to the Sole Sponsor-OC:** Unless otherwise provided herein, each of the Overall Coordinators, CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Sole Sponsor-OC) hereby authorizes the Sole Sponsor-OC to act on behalf of all the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in its sole and absolute discretion in the exercise of all rights and discretions granted to the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Sole Sponsor-OC in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

17.12 **Taxation**: All payments to be made by or on behalf of the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Sole Sponsor-OC or the Sole Sponsor or any Overall Coordinator or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinator, Sole Sponsor or Underwriter.

17.14 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.14:

17.14.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;

17.14.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

17.14.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.14.1.

17.15 **Professional Investors**: The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean the Company, and "**we**" or "**us**" or "**our**" shall mean the Sole Sponsor and the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters).

17.16 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.

17.17 **Further Assurance**: The Company shall from time to time, on being required to do so by the Sole Sponsor and/or the Sole Sponsor-OC now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor and/or the Sole Sponsor-OC may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

17.18 **Survival**: The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
CLSA LIMITED 18/F, One Pacific Place, 88 Queensway, Hong Kong Email: Project_H2025@clsa.com Attention: Project H team	See below	See below
SDICS INTERNATIONAL SECURITIES (HONG KONG) LIMITED 39/F., One Exchange Square, Central, Hong Kong Email: projecth@sdicsi.com.hk Attention: Alice Cheung		
CMB INTERNATIONAL CAPITAL LIMITED 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong Email: projecth2025@cmbi.com.hk Attention: Project H2025 Team		
ABCI SECURITIES COMPANY LIMITED 13/F, Fairmont House, 8 Cotton Tree Drive, Central, Hong Kong Email: abcic.ecm@abci.com.hk Attention: ABCI ECM		
CHINA SUNRISE SECURITIES (INTERNATIONAL) LIMITED Rooms 1501 & 1503, YF Life Centre, 38 Gloucester Road, Wanchai, Hong Kong Email: ecm@cssil.com.hk Attention: Elsie Chen		
FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED		

34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong Email: project.h2025@futuhk.com Attention: Tse Chi Kin, Daniel		
Total:	13,508,200	100%

A = B/C x 13,508,200 H Shares

where:

"A" is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of an H Share shall be rounded down to the nearest whole number of an H Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 13,508,200, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Sole Sponsor-OC (for and on behalf of the Overall Coordinators and the Hong Kong Underwriters);

"B" is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

"C" is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

The Company represents, warrants and undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1. **Accuracy of Information**

1.1 None of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular, or any individual Supplemental Offering Materials when considered together with the Hong Kong Public Offering Documents, or the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph does not apply to statements or omissions in the Hong Kong Public Offering Documents or the Preliminary Offering Circular made in reliance upon information furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein.

1.2 The Company (including, without limitation, to its best knowledge, its agents and representatives, other than the Underwriters in their capacity as such) (A) has not, without the prior written consent of the Sole Sponsor and the Joint Global Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Materials, and (B) will not, without the prior written consent of the Sole Sponsor and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Materials, including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication. None of individual Supplemental Offering Materials conflicts or will conflict with the Hong Kong Public Offering Documents, or the Preliminary Offering Circular.

1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Materials (when considered together with the Hong Kong Public Offering Documents, and the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; (C) represented and continue to represent reasonable and fair expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors, officers, or to the Company's best knowledge, employees, Affiliates or agents; and (D) there are and will be no other facts known or which could, upon reasonable inquiry, have been known to the Company or its directors the omission of which would or may make any such expression, statement, forecast or estimate misleading.

1.4 The Hong Kong Public Offering Documents contains and will contain (A) all information and particulars required of a prospectus and/or listing document to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules and all other rules and regulations of the Stock Exchange so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority) and all

applicable Laws; and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, business, condition (financial or otherwise), assets and liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the H Shares.

1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Company, the Subsidiaries and/or any of their respective directors, supervisors, officers, or, to the best of the Company's knowledge, employees, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the "**Guide**") in respect of Rule 9.08 of the Listing Rules.

1.7 Without prejudice to any of the other Warranties:

1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds," including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Company and its directors arrived at after due, proper and careful consideration and inquiry;

1.7.2 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to Company's consolidated indebtedness as at close of business on August 31, 2025 are complete, true and accurate and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;

1.7.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all respects and not misleading;

1.7.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;

1.7.5 the statements relating to the interests of the Company and its directors in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;

1.7.6 the statements contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) in the sections headed "Share Capital" and "Appendix III—Summary of the Articles of Association," insofar as they purport to

describe the terms of the Offer Shares; (B) in the section headed "Appendix IV—Statutory and General Information," insofar as they purport to describe the provisions of the Laws and documents referred to therein; (C) in the section headed "Appendix III—Summary of the Articles of Association," insofar as they purport to describe the material provisions of the Articles of Association, are a fair summary of the relevant terms, Laws, regulations and documents; (D) in the sections headed "Summary", "Business" and "Financial Information", insofar as they purport to describe the contracts, agreements and/or memoranda of understanding to which any member of the Group is a party; (E) in the sections headed "History and Corporate Structure" and "Appendix IV—Statutory and General Information" insofar as they purport to describe the history of the Group, the independence of parties with whom the Group has entered transactions with as mentioned in those sections, documents and Governmental Authorizations related to such transactions, and (F) in the sections headed "Summary", "Risk Factors", "Industry Overview", "Regulatory Overview", "Business", "History and Corporate Structure" and "Financial Information", insofar as they purport to describe any Authority's policies, and effects and potential effects of these policies on the Company and the Subsidiaries, are complete, true and accurate in all respects and not misleading, and constitute fair and accurate summaries of the matters described therein;

1.7.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the heading "Summary—Dividends and Dividend Policy" and "Financial Information—Dividends and Dividend Policy" represent the true and honest belief of the Company and its directors arrived at after due, careful and proper consideration and inquiry;

1.7.8 the statements contained in each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular in the section headed "Risk Factors" are complete, true and accurate in all respects and not misleading and represent the true and honest belief of the Company and its directors arrived at after due, proper and careful consideration; and there are no other material risks or other material matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the Offer Shares which have not been disclosed in each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular; and

1.7.9 the reply to each question set out in the Verification Notes given by or on behalf of the Company and its directors and all statements and information provided by or on behalf of the Company and its directors in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Company or if applicable, its directors (or any of them) or any employee of any of the Company or the Subsidiaries have been given or prepared in good faith and with due care and attention.

1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from the Company has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the information is complete, true and accurate in all respects and fairly presents the information shown therein and not misleading; the section entitled "Financial Information" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately describes the Company's exposure to changes in interest rates, liquidity and foreign exchange

rates, risk exposure estimates, and sensitivity of the Company's assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from a source other than the Company are based on or derived from sources which the Company's reasonably believes to be reliable and accurate and represent the Company's good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.

1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Company, the Subsidiaries, their respective directors, supervisors, officers, or, to the best of the Company's knowledge, employees, Affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other applicable Authority, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Export Control Consultant and/or legal and other professional advisers to the Company or the Sole Sponsor and the Underwriters for the purposes of the Global Offering or the listing of the H Shares on the Stock Exchange (including, without limitation, the answers and documents contained in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Sole Sponsor of its obligations as sponsor under the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and made on reasonable grounds and was when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or otherwise notified to the Stock Exchange, the SFC and/or any relevant Authority, as applicable, remains complete, true and accurate in all material respects and not misleading.

1.10 Each of the Application Proof and the PHIP is in compliance with and has included appropriate disclaimers and warning statements for publication as required in Chapter 6.4 of the Guide.

2. CSRC Filings

2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

2.2 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.

2.3 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.

3. **The Company and the Subsidiaries**

3.1 The Company has the registered and issued capital as set forth in the sections headed "Capitalization and Indebtedness" and "Share Capital" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all of the issued Shares of the Company (A) have been duly authorized, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, and (F) are owned by shareholders identified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the amounts specified therein. No person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date, will be, entitled to any pre-emptive or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the H Shares or any other class of shares of the Company except pursuant to this Agreement, the International Underwriting Agreement or any Cornerstone Investment Agreements.

3.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability under the Laws of the PRC, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; and the Articles of Association comply with the requirements of the Laws of the PRC and are in full force and effect.

3.3 Each of the Subsidiaries has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing (where applicable) under the applicable Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

3.4 Each of the Company and the Subsidiaries is capable of suing and being sued in its own name. All approvals and filings applicable to or necessary for the establishment of each of the Company and the Subsidiaries, any of its constitutive documents or its issued or registered share capital have been duly obtained or made. None of the Company or the Subsidiaries has any liabilities (contingent or otherwise) which are material to the financial position, business or operations of the Group as a whole.

3.5 Each of the Company and the Subsidiaries has been duly qualified to transact business where such qualified is required and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.

3.6 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.

3.7 Each of the Company and the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority, except which would not, individually or in the aggregate, result in a Material Adverse Effect.

3.8 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and Articles of Association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).

3.9 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.

3.10 Each of the Company and the Subsidiaries has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders, where applicable, without the need for any Approvals and Filings from or with any Authority.

3.11 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering, no person, individually or together with its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the SFO) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

3.12 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

4. **Offer Shares**

4.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,

4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;

4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

4.1.3 will rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;

4.1.4 will be free of any restriction upon the holding, voting or transfer thereof pursuant to the applicable Laws or the memorandum and Articles of Association or other constituent or constitutive documents or the business licence (if applicable) of the Company or any agreement or other instrument to which the Company is a party; and

4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.

4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder. Without prejudice to any of the other Warranties, according to the Company's Articles of Association, holder of Offer Shares are liable to the Company only to the extent of the Company's Offer Shares held by the holder of Offer Shares.

4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, including the descriptions in the sections headed "Capitalization and Indebtedness," "Share Capital" and "Appendix III—Summary of the Articles of Association".

4.4 The certificates for the Offer Shares when issued, will be in due and proper form such as to be legal and valid under the applicable Laws.

4.5 Except as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the PRC, Hong Kong or the United States.

5. The Underwriting Agreements and the Operative Documents

5.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by the Company pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly authorised, executed, and delivered by the Company and constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "Plan of Distribution," "Structure of the Global Offering," "Cornerstone Investors" and "Underwriting," insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all respects and not misleading.

5.3 To the best knowledge and belief of the Company, the investment commitments by the cornerstone investors under the Cornerstone Investment Agreements have not been or will not be reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.

6. No Conflict, Compliance and Approvals

6.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it

or any of its properties or assets, except in clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect.

6.2 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of any of the foregoing, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under, any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any Subsidiary; (C) violate any applicable Laws; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.

6.3 All Governmental Authorizations (including those from the CSRC) required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, such approval is in full force and effect and, to the best of the Company's knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.

6.4 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board, all Approvals and Filings under any laws applicable to, or from or with, any Authority having jurisdiction over the Company or the Subsidiaries, or any of their respective properties (each a "**Governmental Authorization**") required or advisable under any applicable Laws in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement**,** the Operative Documents and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering to which the Company is a party; (E) the deposit of the Offer Shares with HKSCC; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

6.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.

6.6 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) is in compliance with all Laws

described or referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the sections headed "Regulatory Overview" ("**Applicable Laws**") in all material respects; (B) has received, made and held all Governmental Authorizations required of them under Applicable Laws to own, lease, license and use its property and assets and conduct their respective businesses, except that the failure to receive, make or hold would not, individually or in the aggregate, result in a Material Adverse Effect, and such Governmental Authorization are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) is in compliance with the provisions of all such Governmental Authorizations in all material respects; (D) has not been subject to any material fines, restrictions or other material penalties from any Authority; none of the Company or any of the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations.

6.7 (A) All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries pursuant to (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents and the Preliminary Offering Circular, except in each case of clause (ii), where such breach, violation or default would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

6.8 No material penalties or sanctions have been or, as far as the Company and the Directors are aware after reasonable enquiry, are expected to be imposed on the Company or the Subsidiaries by any Authority for failure to comply with any applicable Laws.

6.9 The Company and the Subsidiaries (A) have not received any material complaints from customers in connection with the products and services provided by the Company or the Subsidiaries, and (B) have not failed to pass any audit from any such customers or any Authority, except where such complaints or failure to pass the audit would not and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

7. **Accounts and Other Financial Information**

7.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, are independent public accountants with respect to the

Company as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("**IFRS**") applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision of any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (D) all summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under "Appendix II—Unaudited Pro Forma Financial Information" (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (G) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (H) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Laws or Listing Rules to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; (I) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (J) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

7.3 The unaudited (but reviewed) stub period consolidated financial information of the Company, which comprises the consolidated statements of profit or loss and other comprehensive income, the consolidated statements of financial position and the consolidated statements of cash flows for the six months ended June 30, 2025 and other explanatory information, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) has been reviewed by the Reporting Accountants with reference to International Standard on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity; (B) has been prepared in conformity with the IFRS applied on a consistent basis throughout the periods involved; (C) has been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (D) gives a true and fair view of, and reflects in conformity with the accounting policies of the Company and IFRS, all

the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the interim periods involved, (E) presents fairly the combined results of operations of the Company and its Subsidiaries for the interim periods involved, (F) contains no inaccuracies or discrepancies of any kind; (G) reflects the normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Company and the Subsidiaries for the interim period involved; and (H) give a true and fair view of the consolidated financial position of the Company as of June 30, 2025 and the consolidated results of operations of the Company for the six months ended June 30, 2025.

7.4 The unaudited consolidated management accounts of the Company and its Subsidiaries as of August 31, 2025 and for the eight months ended August 31, 2025 and other accounting records of the Group (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the period involved; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company and its Subsidiaries as of August 31, 2025 and the consolidated results of operations, cash flows and changes in equity of the Company and its Subsidiaries for the eight months ended August 31, 2025; and there has been no material decrease in the share capital, cash and cash equivalents, property, plant and equipment, right-of-use assets, deferred tax assets, intangible assets, net current assets or total current assets or material increases in borrowings (non-current portion and current portion), total current liabilities of the Company and its Subsidiaries as of August 31, 2025 as compared to amounts shown in latest consolidated balance sheet of the Company and its Subsidiaries as of June 30, 2025 included in the Prospectus.

7.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular entitled "Financial Information—Liquidity and Capital Resources" (the "**Working Capital Statement**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company's view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Prospectus Date.

7.6 The statements set forth in the section entitled "Financial Information—Critical Accounting Policies and Estimates" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading and accurately describes (A) accounting policies which the Company believes are the most important in the portrayal of the Group's financial condition and results of operations (the "**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and

have consulted with the Company's Legal Advisors and the Reporting Accountants with regard to such selection, application and disclosure.

7.7 Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.

7.8 The memorandum of the Board on profit forecast for the year ending December 31, 2025 and working capital forecast for the 16 months ending December 31, 2026 (the "**Profit Forecast Memorandum**") has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.

7.9 The valuation of Level 3 financial assets and liabilities as included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared after due and careful inquiry by the Company and upon bases and assumptions which are fair and reasonable based on facts, events and circumstances known to the Company.

7.10 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports prepared by the Reporting Accountants and the Company does not disagree with any aspect of the letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint

Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

7.11 All historical financial information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in "Appendix I—Accountants' Report" and "Appendix II—Unaudited Pro Forma Financial Information" to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in "Appendix I—Accountants' Report" and "Appendix II—Unaudited Pro Forma Financial Information" to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

8. Indebtedness and Material Obligations

8.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Company's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any guarantee given by any of the Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; (F) none of the Company or any of the Subsidiaries has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk; and (G) all guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.

8.2 (A) The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will

be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

9. **Subsequent Events**

9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (the "**Latest Audited Balance Sheet Date**"), except as otherwise disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company or the relevant Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries; (C) acquired or disposed of, or agreed to acquire or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any material debt or claim; (F) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to Taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class; (H) incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business; (I) had any lapse of any material Intellectual Property (as defined below) of the Company or the Subsidiaries, any license thereof, or any material Intellectual Property application owned, applied or used by, or licensed to the Company or the Subsidiaries; or (J) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (I) above.

9.2 Subsequent to the Latest Audited Balance Sheet Date, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no material changes in the relations of the business of the Company and its Subsidiaries with their respective customers, suppliers business partners, distributors, licensees, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and its Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and its Subsidiaries as a whole.

9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been (A) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (B) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any of the Company or the Subsidiaries which is material to the Company and the Subsidiaries, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.

9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) there has been and will be no change in the issued share capital, material decreases in cash and cash equivalents, property, plant and equipment, right-of-use assets, deferred tax assets, intangible assets, net current assets or total current assets, or material increases in borrowings (non-current portion and current portion), total current liabilities of the Group as of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (B) there has been and will be no material decreases in revenue, gross profit and operating profit during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding periods in the preceding financial year.

9.5 There has not been any change or any development involving a prospective change that would reasonably be expected individually or in the aggregate to result in a Material Adverse Effect. Subsequent to the Latest Audited Balance Sheet Date, no circumstance, event or situation exists or has arisen which are likely to materially and adversely affect the condition of the Company or the Subsidiaries, financial or otherwise, or the earnings, affairs, business or prospects of the Group.

9.6 (A) None of the business partners, suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders, directors or supervisors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and/or customers; (C) none of the Group's suppliers and customers are Connected Persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to the their suppliers and customers.

10. **Assets**

10.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries has valid good and marketable title to all real properties and buildings that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the Subsidiaries has valid, good and marketable title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (C) each material lease to which the Company or any Subsidiary is

a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no material default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased property or other asset is not subject to any unusual or onerous terms or conditions; (G) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (H) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and no other real properties are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (J) each of the Company and the Subsidiary has valid title to all material inventory used in its business free from any Encumbrances.

10.2 (A) Each of the Company and the Subsidiaries owns all rights, title and interest in and to, free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other title or rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them, and such rights and licenses held by the Company and the Subsidiaries in any Intellectual Property comprises all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement or arrangement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement or arrangement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Company or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Company or the Subsidiaries has received notice of a claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Company's knowledge after due and careful inquiry, will be able to establish rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the

Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) to the Company's best knowledge, there is no infringement by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability, scope or any rights of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, in connection with the Group's conduct of business as described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, infringe or violate, any Intellectual Property of others, and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) to the Company's knowledge, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) there is no prior act by the Company that would render any patent application within the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over Intellectual Property matters; and (L) to the Company's best knowledge, the proposed new product or service described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary, or if not fall within the scope of such claims, do not infringe the Intellectual Property of a third party.

10.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct or material to, the respective operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted or as proposed to be conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms, except for such lack of legal and beneficial ownership or licenses as would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied in all material respects with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under

any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement, except for such notices as would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) the Company and the Subsidiaries as a whole has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) the Company and the Subsidiaries as a whole has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.

10.4 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same or any incidents under internal review or investigations relating to the same.

11. License and Permits

11.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all registrations, declarations and filings with, the appropriate Authority that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except for the failure to make such registrations, declarations and filings would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect; none of the Company or any of its Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except for the receipt of such renovation or modification would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect.

12. Compliance with Employment and Labor Laws

12.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) neither the Company nor any Subsidiary has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits (the "**Schemes**") to any of its present or past employees or to any other person; (B) the Schemes to any of the present or past employees of each of the Company and the Subsidiaries arising from their

employment with the Company or such Subsidiary are fully provided in all material respects for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; (C) where the Company or any Subsidiary participates in, or has participated in, or is liable to contribute to any such Schemes, the Company or such Subsidiary has complied with the requirements in all material respects to make contributions to such Schemes in accordance with the terms thereof; and neither the Company nor any Subsidiary has any material financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering; and (D) where there are such outstanding payment obligations or unsatisfied liabilities, the Group has set aside sufficient funds to satisfy the same and there is no regulatory or disciplinary actions or fines against, to the best knowledge of the Company after due and careful inquiry, threatened or capable of arising against, the Company or any of its Subsidiaries, except such outstanding payment obligations or unsatisfied liabilities would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect.

12.2 (A) There are no material amounts owing or promised to any present or former directors, supervisors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; (B) no director, supervisor or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; (C) there is no proposal to terminate the employment or consultancy of any director, supervisor, key employee or consultant of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (D) none of the Company or any Subsidiary has any outstanding material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of such director, supervisor, key employee or consultant; (E) no liability has been incurred by the Company or any Subsidiary for breach of any director's, supervisor's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, supervisor, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor or consultant of the Company or any Subsidiary.

12.3 All contracts of service in relation to the employment of the directors, supervisors and employees the Company and its Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and all subsisting contracts of service to which the Company or such Subsidiary is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or threatened or capable of arising against the Company or the relevant Subsidiaries, brought by the directors, supervisors, the senior managers or the employees of the Company, in respect of any accident or injury not fully covered by insurance; each of the Company and its Subsidiaries has, in relation to its respective directors, supervisors, employees or consultants (and so far as relevant, to each of its respective former directors, supervisors, employees or consultants), complied in all respects with all terms and conditions of such directors', supervisors', employees' or consultants' (or former directors', supervisors', employees' or consultants') contracts of services, employment or consultancy contracts.

12.4 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its

Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

12.5 (A) No labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or threatened; (B) there is no union representation dispute currently existing concerning the employees of the Company or any other Subsidiary; (C) the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; and (D) there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or to the best of the Company's knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries, except, in each of the clauses (A) to (D) above, as would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect.

13. **Compliance with Environmental Laws**

13.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply in all material respects with all applicable Environmental Laws, and each of the Company and the Subsidiaries holds all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) that are material to the Company and the Subsidiaries, taken as a whole; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that have given rise to, or could reasonably be expected to give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or threatened action, suit or proceeding; or (D) is bound by any judgment, decree or order, except, in each of the clauses (A) to (D) above, as would not, or could not reasonably excepted to, individually or in the aggregate, result in a Material Adverse Effect; in the ordinary course of its business, the Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, "**Environmental Laws**" means any Laws relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic chemicals, substances or wastes) that is regulated by or may give rise to liability under any Environmental Laws.

14. **Cybersecurity and Data Protection**

14.1 (A) Each of the Company and the Subsidiaries has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and personal data and the confidentiality and archive administration Laws, from time to time in force (collectively, the "**Data Protection Laws**" (as amended, supplemented or otherwise modified from time to time)); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data

privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, the competent telecommunications department of the State Council, public security departments or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the Relevant Jurisdictions; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, supervisors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, supervisors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority; and (K) the Company and other Subsidiaries have established and maintained adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration in accordance with the Data Protection Laws.

15. **Insurance**

15.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company or any of the Subsidiary deem adequate; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business.

15.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular is true, accurate and not misleading.

16. **Internal Controls**

16.1 Each of the Company and the Subsidiaries has established procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and

prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and (G) the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.

16.2 The Company's internal control over financial reporting is effective, and there are (A) no material weaknesses or significant deficiencies in the Company's internal controls over accounting and financial reporting; (B) no fraud, whether or not material, involving any Directors, Supervisors, management or other employees who have a role in the Company's internal control over accounting and financial reporting; and (C) no changes in the Company's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to adversely affect, the Company's internal control over accounting and financial reporting.

16.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the PRC Company Law and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information (as defined and required in the SFO) and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "disclosure and corporate governance controls and procedures" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Laws, inside information or price-sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).

16.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company, its Board and its Subsidiaries with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

16.5 The statutory books, books of account and other records of the Company and the Subsidiaries are in their proper possession, up-to-date and contain complete and accurate records as required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC, the Stock Exchange, the CSRC or any other Authority have been duly and correctly delivered or made.

17. **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws**

17.1 (A) None of the Company, the Subsidiaries, their respective directors, supervisors, officers, agents and employees, their respective Affiliates, or any of such Affiliate's respective directors, supervisors, officers, agents and employees, nor any person acting on behalf of any of them (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organised or resident in a country or territory that is subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Kherson, Zaporizhzhya and the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria) (each such country or territory, a "**Sanctioned Country**"), (ii) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in any Sanctioned Country, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Company and the Subsidiaries is in compliance with all export control and import Laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the "**EAR**") (taking into consideration of the interim final rule, "Expansion of End-User Controls to Cover Affiliates of Certain Listed Entities", effective from September 30, 2025), the U.S. Customs regulations, and various economic sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (the "**OFAC**"); (E) except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all items of the Company and the Subsidiaries are not subject to the EAR (taking into

consideration of the interim final rule, "Expansion of End-User Controls to Cover Affiliates of Certain Listed Entities", effective from September 30, 2025) as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department's Bureau of Industry and Security's ("**BIS**") restricted party lists including the Denied Persons List and Entity List without violating the EAR (taking into consideration of the interim final rule, "Expansion of End-User Controls to Cover Affiliates of Certain Listed Entities", effective from September 30, 2025); (F) the Company and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); (G) the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; and (H) none of the execution, delivery and performance of this Agreement or the International Underwriting Agreement, nor the consummation of any other transaction contemplated hereby, will result in a violation (including, without limitation, by any person or entity participating in the Global Offering, whether as an Underwriter, adviser or investor) of any of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person ("**SDN**") List, the Chinese Military Industrial Complex Companies ("**CMIC**") List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty's Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority.

17.2 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and Close Associates of all parties mentioned above (each a "**Government Official**") or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the PRC, Hong Kong, the United States or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Company or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, "**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, the United Kingdom Bribery Act of 2010, as amended, and the rules and regulations thereunder, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation

implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable Laws regarding anti-bribery or illegal payments or gratuities); and the Company and the Subsidiaries have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to ensure continued compliance therewith; and the Company and the Subsidiaries have conducted their businesses in compliance with applicable Anti-Corruption Laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such Laws; as used herein, "**Government Entity**" means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

17.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials or equipment, or the respective directors, supervisors, officers, agents, employees or Affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials or equipment; or (B) prohibited under any applicable Laws of the PRC, Hong Kong, the United States or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.

17.4 The operations of the Company and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting and other requirements of the money laundering laws, rules and regulations of all jurisdictions, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any other United States anti-money laundering Laws, and any applicable Laws relating to money laundering in all jurisdictions, including the PRC, Hong Kong, and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "**Anti-Money Laundering Laws**"); the Company has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and the Warranties contained herein, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving any of the Company or the Subsidiaries or their respective businesses with respect to the Anti-Money Laundering Laws is pending or threatened.

17.5 None of the Company or its Subsidiaries is a "covered foreign person," as defined in 31 C.F.R. § 850.209. Neither the Company nor any of its subsidiaries currently engages, or has plans to engage, directly or indirectly, in a "covered activity" as defined in 31 C.F.R. § 850.208. None of the Company or its subsidiaries directly or indirectly holds any board seat on, voting or equity interest in, or contractual power to direct the management or policies of, a "person of a country of concern" as defined in 31 C.F.R. § 850.221 which engages in or has plans to engage in any "covered activity."

Purchases of the Offer Shares in the Global Offering by a "U.S. person" as defined in 31 C.F.R. § 850.229 does not constitute either a "prohibited transaction" as defined in 31 C.F.R. § 850.224 or a "notifiable transaction" as defined in in 31 C.F.R. § 850.217. If any Underwriters or

purchasers procured by the Underwriters acquires actual knowledge at any time, including before or after closing, that the Global Offering is or was a "covered transaction" as defined in 31 C.F.R. § 850.210, the Company shall, and shall cause its affiliates to, promptly provide to the purchasers all information and documentary materials as may be reasonably necessary, proper, or advisable, at the sole discretion of such Underwriter or purchaser for them to fully comply with the Outbound Investment Rule. "Outbound Investment Rule" means Executive Order 14105 on Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern, 88 Fed. Reg. 54867 (Aug. 9, 2023), including all implementing regulations thereof.

18. **Experts**

18.1 Each of the experts named in the section headed "Appendix IV—Statutory and General Information—E. Other Information—5. Qualification and Consent of Experts" of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and has not withdrawn its consent.

18.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Export Control Consultant and any counsel for the Company, the Sole Sponsor and the Underwriters in connection with the Global Offering are and will remain complete, true and accurate in all respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is and will remain complete, true and accurate in all respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Export Control Consultant, any counsel for the Company or the Sole Sponsor, any other professional advisers, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the H Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

18.3 (A) The factual contents of the Industry Consultant Report are considered by the Company to be reasonable and appropriate in all material respects; (B) the assumptions made by the Industry Consultant in the Industry Consultant Report are considered by the Company to be reasonable and appropriate; (C) the market positioning of the Company contained in the Industry Consultant Report are considered by the Company to be accurately represented, reasonable and not misleading; (D) no facts have come to the attention of the Company or any of its directors, supervisors or officers that have caused them to believe that the Industry Consultant Report, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (E) the report prepared by the Industry Consultant was prepared at the

Company's request based on a contractual arrangement which the Company negotiated on an arms' length basis.

19. **Material Contracts, Business and Connected Transactions**

19.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the "**Material Contracts**") have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; none of the Material Contracts will, without the written consent of the Sole Sponsor, be terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the Material Contracts disclosed in the section of the Prospectus, the Preliminary Offering Circular and the PHIP headed "Appendix IV—Statutory and General Information—B. Further Information About Our Business—1. Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

19.2 None of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months' notice or less).

19.3 The Company does not have any reason to believe that any significant supplier, distributor, business partner or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company or the relevant members of the Group or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.

19.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.

19.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

19.6 None of the Company, the Subsidiaries or their respective Affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

19.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a Connected Person subsisting immediately upon completion of the Global Offering or any connected transactions that are required to be disclosed in the each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular. There are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers,

suppliers, business partners or distributors subsisting immediately upon completion of the Global Offering.

19.8 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company or any of the Subsidiaries, on the one hand, and any current or former director, supervisor or officer of the Company or the Subsidiaries or any person connected with such director, supervisor or officer (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other hand.

19.9 None of the directors, supervisors or officers of the Company or any of the Subsidiaries, or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting at each (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date and which is material in relation to the business of the Company or such Subsidiary.

19.10 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, declaration and undertaking with regard to Directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Stock Exchange, the Company and the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators the CMIs and/or the Underwriters, and such authority and confirmations remain in full force and effect.

19.11 There are no relationships or transactions not in the ordinary course of business between the Company or any Subsidiary, on one hand, and their respective customers, suppliers, distributors or business partners, on the other hand.

19.12 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there is no material contract, agreement or understanding between the Company or any Subsidiary, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business.

20. **Historical Changes**

20.1 The descriptions of the structures, events, transactions, arrangements and documents (the "**Historical Changes Documents**") relating to the ownership and corporate structure of the Company and its Subsidiaries and the issuance of, and transfers and changes in the share capital of the Company and its Subsidiaries (collectively, the "**Historical Changes**") as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix IV—Statutory and General Information" are complete, true and accurate in all material respects and not misleading.

20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

20.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or

violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of the Subsidiaries pursuant to (A) the memorandum articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the major Subsidiaries is a party or by which the Company or any of its major Subsidiaries is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the major Subsidiaries or any of their respective properties or assets.

20.4 Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant's Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

20.5 All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries and are necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed or maintained; and neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

20.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any of the Subsidiaries in connection with the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

20.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Company's knowledge, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular

headed "History and Corporate Structure" and "Appendix IV—Statutory and General Information".

21. **Taxation**

21.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been duly and timely filed; and all such returns, reports and filings are up to date and are complete, true and accurate in all material respects and are not the subject of any dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited consolidated financial statements as set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; all Taxes due or claimed to be due from the Company and each of its Subsidiaries have been duly and timely paid; there is no deficiency for Taxes that has been asserted against the Company or any of the Subsidiaries; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no material liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

21.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company and the Subsidiaries are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority.

21.3 No stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to the PRC, Hong Kong, the United States or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the offer, sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement; (C) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents; (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents or the Preliminary Offering Circular; (E) the deposit of the Offer Shares with the HKSCC; or (F) the transactions contemplated under the Historical Changes completed prior to the date of this Agreement.

21.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

22. **Dividends**

22.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of the PRC, Hong Kong, the United States or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.

22.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

23. **Litigation and Other Proceedings**

23.1 There are (A) no legal, arbitral or governmental proceedings, investigations or inquires pending or threatened or contemplated by any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors, officers, to the best knowledge of the Company, employees or Affiliates, is or may be a party or to which the Company or any Subsidiary, any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C) above, would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of the Company to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents or the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and to the best of the Company's knowledge, there are no circumstances which may give rise to any material dispute or affect the relevant member's relationship with such other parties.

23.2 None of the Company and the Subsidiaries nor any person acting on behalf of any of them has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or threatened (A) to wind up, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiary; (B) to withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required to conduct business or any operation of the Company or any Subsidiary, except for matters which would not, or could not

reasonably be expected to, result in a Material Adverse Effect; or (C) to adversely affect the completion of the Global Offering.

24. **Market Conduct**

24.1 Except for the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with the terms of this Agreement and the International Underwriting Agreement and as disclosed in the Hong Kong Public Offering Documents or the Preliminary Offering Circular, none of the Company, the Subsidiaries or their Affiliates, or any of their respective directors, supervisors, officers, agents or employees, or any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities.

24.2 Except for the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with the terms of this Agreement and the International Underwriting Agreement and as disclosed in the Hong Kong Public Offering Documents or the Preliminary Offering Circular, none of the Company, the Subsidiaries or their Affiliates, or any of their respective directors, supervisors, officers, agents or employees, or any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the SFO, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the International Underwriters or any person acting for them as Stabilizing Manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its Affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.

24.3 None of the Company or any of the Subsidiaries, nor any of their respective directors, supervisors, officers, agents or employees, or any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make no representation, warranty or undertaking) has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents or the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, supervisors, officers, agents, employees, or any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company make

no representation, warranty or undertaking) is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

25. **Immunity**

25.1 None of the Company, the Subsidiaries, nor any of their respective properties, assets or revenues, is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to any right of immunity on the grounds of sovereignty or crown status or otherwise from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 16.7 (*Waiver of immunity*) hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is legal, valid and binding under the Laws of the PRC, Hong Kong, and any other applicable jurisdiction.

26. **Choice of Law and Dispute Resolution**

26.1 The choice of law provisions set forth in this Agreement will be recognized by the courts of the PRC, Hong Kong and the United States; the Company can sue and be sued in its own name under the Laws of the PRC, Hong Kong and the United States; the agreement of the Company to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC, Hong Kong and the United States and will be respected by the courts of the PRC, Hong Kong and the United States; the waiver by the Company of any objection on the grounds of forum non conveniens or otherwise do not contravene the Laws of the PRC, Hong Kong and the United States and will be recognized and given effect to by the courts of the PRC, Hong Kong and the United States; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC, Hong Kong and the United States are concerned, to confer valid personal jurisdiction over the Company; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC, Hong Kong and the United States and will be respected by the courts of the PRC, Hong Kong and the United States; and any award obtained in the HKIAC arising out of or relating to this Agreement will be recognized and enforced by the courts of the PRC, Hong Kong and the United States.

26.2 It is not necessary under the Laws of the PRC, Hong Kong and the United States and any other applicable jurisdictions that any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the International Underwriters or the CMIs (other than those incorporated or organized under the Laws of the PRC, Hong Kong and the United States as the case may be) should be licensed, qualified or entitled to carry out business in the PRC, Hong Kong and the United States (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

27. **Professional Investor**

27.1 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean the Company, and "we" or "us" or "our" shall mean the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

28. **No Other Arrangements Relating to Sale of Offer Shares**

28.1 There are no contracts, agreements or understandings between the Company or any Subsidiary, on the one hand, and any person or entity, on the other hand, (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares; neither the Company nor any Subsidiary has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or disclosed by the Hong Kong Public Offering Documents or the Preliminary Offering Circular.

28.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, and the Operative Documents.

28.3 No preferential treatment has been or will be given to any existing shareholders or their respective Close Associate by virtue of its relationship with the Company in any allocation in the International Offering, in compliance with Chapter 4.15 of the Guide for New Listing Applicants.

28.4 No direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation of shares at the IPO price, has been offered or provided to any cornerstone investors to participate in the International Offering, in compliance with Chapter 4.15 of the Guide for New Listing Applicants.

28.5 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or Associate(s) becoming Connected Persons of the Company; and (B) such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or Associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any Connected Persons in relation to the control of the Company.

29. **Research**

29.1 With respect to any research reports issued by an Underwriter, none of the Company, any of the Subsidiaries or any of their respective directors, officers or employees, has or will have provided any research analysts with any material information, including forward-looking information (whether quantitative or qualitative) about the Group that is not included the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

30. **United States Securities Laws and Related Matters**

30.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

30.2 None of the Company and its Affiliates nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.

30.3 The Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act.

30.4 There is no "substantial U.S. market interest" within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

31. **Directors, Supervisors, Officers and Shareholders**

31.1 Any certificate signed by the Company or by any director, supervisor or officer or representative of the Company and delivered to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each of Sole Sponsor, Sponsor-OC, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and Underwriters.

31.2 Any subscription or purchase of the Offer Shares by a Director or his/her Associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of, and Appendix F1 to the Listing Rules.

31.3 All the interests or short positions of each of the Directors, Supervisors, chief executives of the Company and the Controlling Shareholder in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the SFO) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the SFO, or which will be required pursuant to section 352 of the SFO to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

31.4 The Directors have been duly and validly appointed and are the only Directors of the Company, and collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the Stock Exchange under the Listing Rules and other legal or regulatory requirements relevant to their roles. There are no other Directors of the Company that have not been disclosed in the Hong Kong Public Offering Documents or the Preliminary Offering Circular.

31.5 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

31.6 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the directors or supervisors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

31.7 Neither the Company nor any of the Subsidiaries has any outstanding loans to any of the directors, supervisors, any of their respective spouses, children or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Three certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated April 11, 2025, in relation to the Global Offering referred to in Appendix IV to the Prospectus.

2. Three certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:

   (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;

   (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;

   (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and

   (e) approving the Verification Notes.

3. Three certified true copies of the Registrar's Agreement duly signed by the parties thereto.

4. Three certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

5. Three certified true copies of the business license of the Company.

6. Three certified true copies of the Articles of Association which shall become effective upon the Listing Date.

7. Three certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

8. Three certified true copies of the service agreements or letters of appointment of each of the Directors and Supervisors.

9. Three certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.

10. Three certified true copies of each of the material contracts referred to in the section of the Prospectus headed "Appendix IV – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" (other than this Agreement) duly signed by the parties thereto.

11. Three certified true copies of the undertaking from the Controlling Shareholder to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

12. Three certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

13. Three printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.

14. Three signed originals of the signature pages to Verification Notes for the Prospectus duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).

15. Three signed originals of the accountants' report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.

16. Three signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.

17. Three signed originals of the letter(s) from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letter(s) shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group's working capital.

18. Three signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

19. Three signed originals of the legal opinion from the Company's PRC Counsel, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of certain general corporate matters of the Group under PRC laws.

20. Three signed originals of the legal opinion from the Underwriters' PRC Counsel, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of certain general corporate matters of the Group under PRC laws.

21. Three signed originals of the legal opinion from the Company's Hong Kong Local Counsel, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of certain aspects of Fibocom Wireless (H.K.) Limited.

22. Three signed originals of the legal opinion from the Company's Hong Kong Local Counsel, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of certain aspects of Link Future Wireless (H.K.) Limited.

23. Three signed originals of the legal memorandum from Export Control Consultant, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of U.S. export controls, U.S. investment restrictions, and other recent China-U.S. trade policies.

24. Three signed originals of the transfer pricing report issued by the Transfer Pricing Consultant, in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, with respect to transfer pricing arrangement of the Group.

25. Three signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

26. Three signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.

27. Three signed originals or certified true copies of the letter from each of the experts referred to in the section headed "5. Qualification and Consent of Experts" of Appendix IV to the Prospectus (except for the Sole Sponsor), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

28. Three signed originals or certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Toppan Nexus Limited as to the competency of such translator.

29. Three printed copies of the confirmation letter from the Stock Exchange authorizing the registration of the Prospectus.

30. Three printed copies of the confirmation letter from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.

31. Three printed copies of the notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

32. Three certified true copies of the Compliance Adviser Agreement.

33. Three signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.

34. Three certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

Part B

1. Three signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

2. Three signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

3. Three signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, and in form satisfactory to the Sole Sponsor and the Sole Sponsor-OC, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

4. Three signed originals of the closing legal opinion from the Company's PRC Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of certain general corporate matters of the Group under PRC laws.

5. Three signed originals of the closing legal opinion from the Underwriters' PRC Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC, in respect of certain general corporate matters of the Group under PRC laws.

6. Three signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.

7. Three signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.

8. Three signed originals of the US legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the International Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.

9. Three signed originals of the US legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the International Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-OC.

10. Three signed originals of the bringdown Hong Kong legal opinion from the Company's Hong Kong Local Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of certain aspects of Fibocom Wireless (H.K.) Limited.

11. Three signed originals of the bringdown Hong Kong legal opinion from the Company's Hong Kong Local Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of certain aspects of Link Future Wireless (H.K.) Limited.

12. Three signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.

13. Three originals of the certificate signed by the chairman and the finance director of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.

14. Three originals of the certificate signed by the finance director of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.

15. Three originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

16. Three certified true copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees.

17. Three printed copies of the letter from the Stock Exchange approving the listing of the H Shares.

18. Three printed copies of the Form F (FFD004M) submitted by the Company on FINI.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be sent to the Sole Sponsor-OC immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	**Dates of Advertisement**
Stock Exchange website	http://www.hkexnews.hk/
Company website	http://www.fibocom.com/

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder ("**Institutional Professional Investor**").

2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code**"), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

2.1 2.1 Information about clients

(a) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

(i) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(ii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

2.2 Client agreement

(i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

2.3 Information for client

(i) disclose related information to you in respect of the transactions contemplated under this Agreement;

(ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

(iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

(v) disclose transaction related information as required under paragraph 8.3A of the Code;

2.4 Discretionary accounts

(i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

(ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

1. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

2. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.

3. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH PARAGRAPHS 15.3A AND 15.3B OF THE CODE:

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) ("**Professional Investor Rules**") ("**Corporate Professional Investor**").

   The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

   (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

   (ii) a corporation (other than a trust corporation referred to in paragraph (i)):

      (A) having:

         (I) a portfolio of not less than HK$8 million; or

         (II) total assets of not less than HK$40 million,

         at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

      (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:

         (I) a trust corporation specified in paragraph (i);

         (II) an individual specified in Section 5(1) of the Professional Investor Rules;

         (III) a corporation specified in this paragraph or paragraph (ii)(A);

         (IV) a partnership specified in paragraph (iii);

(V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

(C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

(iii) a partnership having:

(A) a portfolio of not less than HK$8 million; or

(B) total assets of not less than HK$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

(i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

(ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) have categorized you as a Corporate Professional Investor based on information you have given to the Sole Sponsor-OC. You will inform the Sole Sponsor-OC promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Sole Sponsor-OC's assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Sole Sponsor-OC (for itself and on behalf of the Overall Coordinators and the Underwriters) is exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

(i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on

corporate finance work;

(ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

3.2 Client agreement

(i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

(i) disclose related information to you in respect of the transactions contemplated under this Agreement;

(ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

(iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

(v) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

(i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

(ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Sole Sponsor-OC.

5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules ("**Individual Professional Investor**"). You will inform the Sole Sponsor-OC promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

(i) an individual having a portfolio of not less than $8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:

(A) a portfolio on the individual's own account;

(B) a portfolio on a joint account with the individual's associate;

(C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;

(D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

(A) the individual's share of the portfolio as specified in a written agreement among the account holders; or

(B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

(i) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

(i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and

(iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.

3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Sole Sponsor-OC.

4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and

Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by **ZHANG TIANYU (张天瑜)**)
for and on behalf of)
FIBOCOM WIRELESS INC.)
(深圳市廣和通無線股份有限公司))



SIGNED by **RYAN ZHAO**)
for and on behalf of)
CITIC SECURITIES (HONG KONG) LIMITED)



SIGNED by **RYAN ZHAO**)
for and on behalf of)
CLSA LIMITED)



SIGNED by **HEUNG LI**)
for and on behalf of)
CLSA LIMITED)



SIGNED by **RYAN ZHAO**)
for and on behalf of)
CLSA LIMITED)
as attorney for and on behalf of each of the other)
OVERALL COORDINATORS AND)
HONG KONG UNDERWRITERS)



SIGNED by **HEUNG LI**)
for and on behalf of)
CLSA LIMITED)
as attorney for and on behalf of each of the other)
OVERALL COORDINATORS AND)
HONG KONG UNDERWRITERS)

