Execution Version

Dated the 17th day of October 2025

DEEPEXI TECHNOLOGY CO., LTD.

THE WARRANTING SHAREHOLDERS

CITIC SECURITIES (HONG KONG) LIMITED

CMBC INTERNATIONAL CAPITAL LIMITED

GUOTAI JUNAN CAPITAL LIMITED

SPDB INTERNATIONAL CAPITAL LIMITED

BOCOM INTERNATIONAL (ASIA) LIMITED

CLSA LIMITED

CMBC SECURITIES COMPANY LIMITED

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

SPDB INTERNATIONAL CAPITAL LIMITED

BOCOM INTERNATIONAL SECURITIES LIMITED

THE JOINT GLOBAL COORDINATORS

THE JOINT BOOKRUNNERS

THE JOINT LEAD MANAGERS

THE HONG KONG UNDERWRITERS

and

CMIs
(as defined herein)

HONG KONG UNDERWRITING AGREEMENT

relating to
the Hong Kong Public Offering consisting
1,331,600 H Shares (subject to reallocation)
of nominal value of RMB1.00 per H Shares of
in the share capital of
DEEPEXI TECHNOLOGY CO., LTD.

King & Wood Mallesons
13/F Gloucester Tower, The Landmark,
15 Queen’s Road Central
Central, Hong Kong

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THIS HONG KONG UNDERWRITING AGREEMENT (this "**Agreement**") is made on October 17, 2025.

BETWEEN:

(1) **DEEPEXI TECHNOLOGY CO., LTD.**, a joint stock company incorporated in the PRC (as defined below) with limited liability with its registered office situated at Room 1001-1002, 10th Floor, Building 1, No. 62 Courtyard, Xueyuan South Road, Haidian District, Beijing, PRC (the "**Company**");

(2) **<u>THE PERSONS</u> whose name and address are set out in *Part A* of** SCHEDULE 1 (together, the **"Warranting Shareholders"**);

(the Company and the Warranting Shareholder are collectively referred to as "**Warrantors**" and each a "**Warrantor**")

(3) **CITIC SECURITIES (HONG KONG) LIMITED**, of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(4) **CMBC INTERNATIONAL CAPITAL LIMITED**, of 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong ("**CMBC International**");

(5) **GUOTAI JUNAN CAPITAL LIMITED**, of 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong ("**GTJA Capital**");

(6) **SPDB INTERNATIONAL CAPITAL LIMITED**, of 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong ("**SPDBI Capital**");

(7) **BOCOM INTERNATIONAL (ASIA) LIMITED**, of 9th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong ("**BOCOMI Asia**");

(each CITIC Securities (Hong Kong) Limited, CMBC International Capital Limited, Guotai Junan Capital Limited, SPDB International Capital Limited and BOCOM International (Asia) Limited, are collectively referred to as the "**Joint Sponsors**" and each a "**Joint Sponsor**")

(8) **CLSA LIMITED**, of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**");

(9) **CMBC SECURITIES COMPANY LIMITED**, of 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong ("**CMBC Securities**");

(10) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**, of 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong ("**GTJA Securities**");

(11) **SPDB INTERNATIONAL CAPITAL LIMITED**, of 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong ("**SPDBI Capital**");

(12) **BOCOM INTERNATIONAL SECURITIES LIMITED**, of 15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong ("**BOCOMI Securities**");

(each CLSA Limited, CMBC Securities Company Limited, Guotai Junan Securities (Hong Kong) Limited, SPDB International Capital Limited and BOCOM International Securities Limited, are collectively referred to as the "**Sponsor-OCs**" and each a "**Sponsor-OC**")

(13) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in SCHEDULE 2 (the "**Hong Kong Underwriters**").

RECITALS:-

(A) The Company is a joint stock company incorporated in the PRC with limited liability and is registered in Hong Kong (as defined below) as a non-Hong Kong company under Part 16 of the Companies Ordinance (as defined below). As at the date hereof, the registered share capital of the Company is RMB300,000,000, comprising 300,000,000 Shares;

(B) As of the date hereof, the Controlling Shareholders Group control an aggregate of 104,843,400 Shares, representing approximately 34.95% of the Shares as at the date hereof. Immediately following the Global Offering (as defined below), the Controlling Shareholders Group will control an aggregate of 104,843,400 Shares, representing approximately 32.10% of the Shares immediately following the Global Offering;

(C) The Company proposes to obtain a listing for its H Shares on the Stock Exchange by way of Global Offering comprising:

(a) a Hong Kong Public Offering, comprising an offer for subscription of new Shares to be issued by the Company, in respect of which this Agreement is being entered into; and

(b) an International Offering, comprising an offer for subscription of new Shares to be issued by the Company.

(D) The Company has appointed each of CITICS, CMBC International, GTJA Capital, SPDBI Capital and BOCOMI Asia as a Joint Sponsor (as defined below) to the Global Offering and each of CLSA, CMBC Securities, GTJA Securities, SPDBI Capital, BOCOMI Securities as a Sponsor-OC/Overall Coordinator and a Joint Global Coordinator, a Joint Bookrunner, a Joint Lead Manager and a CMI (all as defined below) of the Hong Kong Public Offering (as defined below);

(E) Acting on behalf of the Company, the Joint Sponsors have submitted to the Stock Exchange (as defined below) an application for the listing of, and permission to deal in, the H Shares (as defined below) to be issued on the Main Board (as defined below) as mentioned in the Hong Kong Prospectus (as defined below);

(F) At a meeting of the Board (as defined below) held on October 13, 2025, resolutions were passed pursuant to which, *inter alia*, the form, terms and substance of, and the entry into and performance by the Company of this Agreement and other documents relating to the Global Offering was approved and Mr. Zhao (as defined below) was authorised to sign, execute and deliver the same for and on behalf of the Company;

(G) The Hong Kong Underwriters have agreed to severally (and for the avoidance of doubt, not "jointly" or "jointly and severally") underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions of this Agreement;

(H) Each of the Warrantors has agreed to give the representations, warranties, undertakings and indemnities as set out in this Agreement in favour of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters;

(I) The Company has appointed Tricor Investor Services Limited to act as its H Share Registrar (as defined below) for the H Shares;

(J) The Company has appointed China CITIC Bank International Limited as the Receiving Bank (as defined below) for the Hong Kong Public Offering and The Ka Wah Bank (Nominees) Limited as the Nominee (as defined below) to hold the application monies under the Hong Kong Public Offering;

(K) The Company, the Warrantors, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the International Underwriters (as defined below), intend to enter into the International Underwriting Agreement (as defined below) providing for the underwriting of the International Offer Shares (as defined below) by the International Underwriters subject to the terms and conditions therein provided; and

(L) In connection with the Global Offering, the Company obtained the notice of filing from the CSRC dated September 23, 2025.

NOW IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms and expressions

Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following terms and expressions shall have the respective meanings set out below:

"Acceptance Date"	means October 23, 2025, being the date on which the Application Lists close in accordance with Clause 4.2 of this Agreement;
"Accepted Hong Kong Public Offering Applications"	means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to Clause 4 of this Agreement;
"Accountant's Report"	the accountant's reports set out in Appendix I to the Hong Kong Prospectus;
"Admission"	means the grant or agreement to grant by the Stock Exchange of listing of and permission to deal in the H Shares on the Main Board;
"Affiliate(s)"	means, in relation to a particular company, any company or other entity which is its holding company or subsidiary, head offices, branch or associate, or any subsidiary, head offices, branch or associate of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. 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 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 payable to the AFRC pursuant to the Listing Rules;
“Agreement” or “Hong Kong Underwriting Agreement”	means this underwriting agreement dated October 17, 2025 relating to the Hong Kong Public Offering entered into among the Company, the Warrantors, the Joint Sponsors, the Sponsor-OCs and the Hong Kong Underwriters;
“Articles of Association”	means the articles of association of the Company adopted and approved at the general meeting of the Company on April 8, 2025, which shall become effective on the date on which the H Shares are listed on the Main Board, and as amended or supplemented from time to time;
“associate(s)”	has the meaning ascribed to it in the Listing Rules;
“Application Lists”	means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.2;
“Application Proof”	means the application proof of the prospectus of the Company posted on the Stock Exchange’s website at http://www.hkexnews.hk on April 15, 2025;
“Approvals” or “Approvals and Filings”	means all approvals, sanctions, consents, orders, franchises, clearance, declarations, qualifications, licences, registrations, concessions, permits, permissions, certificates, authorisations, clearances, orders, concessions, qualifications, registrations, declarations and/or filings from any person and filings and registrations with any person of any relevant jurisdictions, including (without limitation) Hong Kong and the PRC (as the case may be);
“Authority”	any administrative governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organisation 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 Stock Exchange and the SFC and the CSRC);
“Board”	means the board of directors of the Company;
“BOCOMI Asia”	has the meaning ascribed to it in the preamble;
“BOCOMI Securities”	has the meaning ascribed to it in the preamble;
“Brokerage”	means the brokerage at a rate of 1.0% of the Offer Price in respect of the Hong Kong Offer Shares payable by the successful applicants of the Hong Kong Offer Shares;

“Business Day”	means any day (excluding a Saturday, or a Sunday or public holiday in Hong Kong) on which banks in Hong Kong are generally open for normal banking business and on which the SEHK is open for business of dealing in securities;
“CAC”	has the meaning ascribed to it in SCHEDULE 3;
“CCASS”	means the Central Clearing and Settlement System established and operated by HKSCC;
“China” or the “PRC”	means the People’s Republic of China, and for the purpose of the Hong Kong Prospectus and this Agreement and for geographical reference only and except where the context requires, references to “China” and the “PRC” do not apply to Hong Kong, the Macau Special Administrative Region of China and Taiwan;
“CITICS”	has the meaning ascribed to it in the preamble;
“CLSA”	has the meaning ascribed to it in the preamble;
“close associate(s)”	has the meaning ascribed to it in the Listing Rules;
“CMBC International”	has the meaning ascribed to it in the preamble;
“CMBC Securities”	has the meaning ascribed to it in the preamble;
“CMIs”	means the capital market intermediaries named in SCHEDULE 2 of this Agreement, and each, a “**CMI**”;
“CMI Engagement Letters”	means written engagement letters in relation to the appointment by the Company and the CMIs in relation with 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;
“Commercial Company”	means a Specialist Technology Company that has met the revenue requirement as set out in rule 18C.03(4) at the time of listing;
“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”	has the meaning ascribed to it in the preamble;

"Company's HK & US Legal Advisers"	means Clifford Chance, whose principal place of business in Hong Kong is at 27th Floor, Jardine House, One Connaught Place, Hong Kong;
"Company's PRC Legal Advisers"	means Haiwen & Partners, whose principal place of business in the PRC is at 20/F, Fortune Financial Center, 5 Dong San Huan Central Road, Chaoyang District, Beijing, PRC;
"Condition(s)"	means the condition(s) precedent contained in Clause 2.1;
"Conditions Precedent Document(s)"	means the document(s) listed in Part A and Part B of SCHEDULE 3;
"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 Shareholders Group"	Mr. Zhao, Mr. Yang, Deepexi Huachuang, Deepexi Huaying and Deepexi Huichuang;
"Court Proceedings"	has the meaning ascribed to it in Clauses 19.3;
"Critical Accounting Policies"	has the meaning ascribed to it in SCHEDULE 3;
"CSRC"	means the China Securities Regulatory Commission of the PRC;
"CSRC Archive Rules"	means 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, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;
"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 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 18, 2025 pursuant to Article 13 of the CSRC Filing Rules;
"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 laws, rules, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);
"CSRC Rules"	means the CSRC Filing Rules and the CSRC Archive Rules;
"Data Protection Laws"	has the meaning ascribed to it in SCHEDULE 3;
"Deepexi Huachuang"	Tianjin Deepexi Huachuang Enterprise Management Consulting Partnership (Limited Partnership) 天津滴普華創企業管理諮詢合夥企業(有限合夥), a limited partnership established under the laws of the PRC on November 2, 2018, and a member of the Controlling Shareholders Group;
"Deepexi Huaying"	Guangzhou Deepexi Huaying Enterprise Management Consulting Partnership (Limited Partnership) 廣州滴普華贏企業管理諮詢合夥企業(有限合夥), a limited partnership established under the laws of the PRC on July 8, 2021, and a member of the Controlling Shareholders Group;
"Deepexi Huichuang"	Zhuhai Deepexi Huichuang Enterprise Management Consulting Company Limited 珠海滴普慧創企業管理諮詢有限公司, a limited liability company established under the laws of the PRC on May 8, 2021, and a member of the Controlling Shareholders Group;
"Director(s)"	means the director(s) of the Company whose name(s) is/are set out in the section headed "Directors and Senior Management" in the Hong Kong Prospectus;
"disclosure and corporate governance controls and procedures"	has the meaning ascribed to it in SCHEDULE 3;
"Disclosure Package"	has the meaning ascribed to it in the International Underwriting Agreement;
"Dispute(s)"	has the meaning ascribed to it in Clauses 19.2;
"Encumbrance"	means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, security interest, claim, defect, equity interest, right of pre-emption, third-party right or interest, or interests or rights of the same nature as the foregoing or other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, retention arrangement) having similar effect;
"Extreme Conditions"	any extreme conditions or events, the occurrence of which will cause interruption to the ordinary course of business operations in Hong Kong and/or that may affect the Listing

"Environmental Law"	has the meaning ascribed to it in SCHEDULE 3;
"Environmental Matters"	has the meaning ascribed to it in SCHEDULE 3;
"Exchange Act"	means the United States Securities Exchange Act of 1934, as amended from time to time;
"Experts"	means the Joint Sponsors, the Reporting Accountants, the Company's PRC Legal Advisers, the Industry Consultant and International Sanctions Legal Advisor;
"FCPA"	means the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder;
"FINI"	means 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 for all new listing;
"FINI Agreement"	means the FINI agreement entered or to be entered into between the Company and HKSCC;
"First Six Month Period"	has the meaning ascribed to it in Clause 12.1;
"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, and any amendment or supplement thereto;
"Global Offering"	means the Hong Kong Public Offering and the International Offering;
"Governmental Authority(ies)"	means any administrative, governmental 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 or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC);
"Governmental Licences"	has the meaning ascribed to it in SCHEDULE 3;
"Group"	means the Company and all of its subsidiaries (or the Company and any one or more of its subsidiaries, as the context may require) or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, the businesses operated by such subsidiaries or their predecessors (as the case may be) and the expression members of the Group shall be construed accordingly;

“Group Company”	means a member of the Group;
“GTJA Capital”	has the meaning ascribed to it in the preamble;
“GTJA Securities”	has the meaning ascribed to it in the preamble;
“Guide”	means the Guide for New Listing Applicants issued by the Stock Exchange in May 2024, as amended, supplemented or otherwise modified from time to time;
“H Share(s)”	means the ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and to be listed on the Main Board;
“H Share Registrar”	means Tricor Investor Services Limited;
“Hazardous Materials”	has the meaning ascribed to it in SCHEDULE 3;
“HK eIPO White Form”	means the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted online through the designated website at **www.hkeipo.hk**
“HK eIPO White Form Service Provider”	means H Share Registrar, the **HK eIPO White Form** service provider designated by the Company as specified on the designated website at **www.hkeipo.hk**
“HK$” or “Hong Kong dollars”	means Hong Kong dollars, the lawful currency of Hong Kong;
“HKIAC”	has the meaning ascribed to it in Clauses 19.2;
“HKSCC”	means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchanges and Clearing Limited;
“HKSCC EIPO”	means the electronic initial public offering services offered by HKSCC to CCASS participants;
“HKFRS”	has the meaning ascribed to it in SCHEDULE 3;
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC;
“Hong Kong Offer Shares”	means the 1,331,600 H Shares initially being offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 4.9, 4.10 and 4.13;
“Hong Kong Prospectus”	means the prospectus in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering, and any amendment or supplement thereto;
“Hong Kong Prospectus Date”	means the date of issue of the Hong Kong Prospectus, which is expected to be on or about October 20, 2025;

"Hong Kong Public Offering"	means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (plus Brokerage, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee), on and subject to the terms and conditions of the Hong Kong Public Offering Documents;
"Hong Kong Public Offering Application(s)"	means application(s) to subscribe for Hong Kong Offer Shares made in compliance with the terms and conditions of the Hong Kong Public Offering Documents;
"Hong Kong Public Offering Documents"	means the Hong Kong Prospectus and the Formal Notice;
"Hong Kong Underwriter(s)"	means the persons named in SCHEDULE 1 (PART E) of this Agreement;
"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 subscribers to, or failing which itself as principal to, subscribe, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 2 to the aggregate number of the Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 4.10 and 4.13; as applicable, but not in any event exceeding the maximum number of the Hong Kong Offer Shares as shown opposite the name
"Indemnified Parties"	means (i) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters; (ii) their respective Affiliates, their respective delegates referred to in Clause 3.10; (iii) their respective representatives, partners, directors, officers, supervisors, shareholders, employees, agents and advisers; (iv) all representatives, partners, directors, officers, supervisors, shareholders, employees and agents of their respective Affiliates; and (v) the successors and assigns of all of the foregoing persons, and "**Indemnified Party**" means any of them;
"Industry Consultant"	means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co. located at Room 2504-2505, Wheelock Square, 1717 West Nanjing Road, Jing'an District, Shanghai, the PRC;
"Information Technology"	has the meaning ascribed to it in SCHEDULE 3;
"Intellectual Property"	means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions,

	confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licences in connection with any of the foregoing;
"Internal Control Consultant"	means the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;
"International Offer Shares"	means 25,300,400 H Shares initially being offered to investors at the Offer Price under the International Offering for subscription subject, to adjustment in accordance with the International Underwriting Agreement;
"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 (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S in offshore transactions in accordance with Regulation S or any other available exemption from the registration requirement 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 or subscribe, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;
"International Sanctions Legal Advisor"	means Hogan Lovells, located at 11th Floor, One Pacific Place, 88 Queensway, Hong Kong;
"International Sanctions Memo"	Means the Memorandum of Advice – U.S. export control and sanctions analysis in accordance with the Chapter 4.4 Guidance issued by International Sanctions Legal Advisor in connection with the Global Offering;
"International Underwriter(s)"	means the person(s) named in the International Underwriting Agreement as such to underwrite the International Offering;
"International Underwriting Agreement"	means the International Underwriting Agreement relating to the International Offering to be entered into among, among others, the Company, the Warrantors, the Joint Sponsors, the

	Overall Coordinators and the International Underwriters on or around October 24, 2025;
"Joint Bookrunners"	means the Joint Bookrunners named in SCHEDULE 2 of this Agreement, and each, a "**Joint Bookrunner**";
"Joint Global Coordinators"	means the Joint Global Coordinators named in SCHEDULE 2 of this Agreement, and each, a "**Joint Global Coordinator**";
"Joint Lead Managers"	means the Joint Lead Managers named in SCHEDULE 2 of this Agreement, and each, a "**Joint Lead Manager**";
"Joint Sponsors"	means CITICS, CMBC International, GTJA Capital, SPDBI Capital and BOCOMI Asia, and each, a "**Joint Sponsor**";
"Joint Sponsor and Sponsor-OC Engagement Letter(s)"	means the respective engagement letter(s) (together with the supplemental engagement letters) entered into in respect of the Global Offering between the Company and each of CITIC Securities (Hong Kong) Limited, CMBC International Capital Limited, Guotai Junan Capital Limited, SPDB International Capital Limited and BOCOM International (Asia) Limited with the Company as a Joint Sponsor and each of CLSA Limited, CMBC Securities Company Limited, Guotai Junan Securities (Hong Kong) Limited, SPDB International Capital Limited and BOCOM International Securities Limited as a Sponsor-OC of the Company;
"judgment currency"	has the meaning ascribed to it in Clause 20.9;
"Law(s)"	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 or any other Governmental Authority (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) 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);
"Legal Advisers"	means the Company's HK & US Legal Advisers, the Company's PRC Legal Advisers, the Underwriters' HK Legal Advisers and the Underwriters' PRC Legal Advisers;
"Listing"	the listing of the Shares on the Main Board of the Stock Exchange;
Listing Committee	the listing committee of the Stock Exchange;

"Listing Date"	means the first day on which the H Shares commence trading on the Main Board, which is expected to be on October 28, 2025;
"Listing Rules"	means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, guidelines and other requirements of the Stock Exchange;
"Loss(es)"	has the meaning ascribed to it in Clause 9.2;
"Main Board"	means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel to GEM of the Stock Exchange;
"Material Adverse Change" or "Material Adverse Effect"	means a material adverse effect, or any development likely to involve a prospective material adverse change, in or affecting the position or condition (financial, operational or otherwise), on the due incorporation, or in the trading position, earnings, affairs or prospects, assets, business, general affairs, management, shareholders' equity, profits, losses, results of operations, operations or liabilities (actual or contingent), financial or otherwise, of the Group as a whole, whether or not arising in the ordinary course of business, or which could adversely affect the ability of the Group 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;
"Minimum Public Float Requirement"	has the meaning ascribed to it in Clause 12.3;
"Mr. Yang"	Mr. Yang Lei (楊磊);
"Mr. Zhao"	Mr. Zhao Jiehui (趙杰輝);
"Nominee"	means The Ka Wah Bank (Nominees) Limited, in whose name the application monies are to be held by the Receiving Bank under the Receiving Bank Agreement;
"OC Announcements"	means the announcements dated April 15, 2025, April 25 2025 and September 9, 2025 respectively, setting out the name(s) of the Overall Coordinators appointed by the Company in connection with the Global Offering;
"Offer Price"	means the HK$26.66 price per Offer Share (exclusive of Brokerage, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee) at which the Offer Shares are to be subscribed and/or purchased pursuant to the Global Offering;

"Offer Share(s)"	means the Hong Kong Offer Share(s) and the International Offer Share(s) 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 and any supplement or amendment thereto;
"Offering Documents"	means Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcements, documents 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, materials relating to the Offer Shares in relation to any road shows conducted by, for or on behalf of the Company and, in each case, all amendments or supplements thereto, whether or not approved by any of; the Joint Sponsors, the Overall Coordinators or any of the Underwriters
"Operative Documents"	means this Agreement, Receiving Bank Agreement, Price Determination Agreement, the Registrar's Agreement and the FINI Agreement including all amendments and supplements to any of them;
"Overall Coordinators"	means Sponsor-OCs and each, "**Overall Coordinator**";
"Over-Subscription"	has the meaning ascribed to it in Clause 4.9;
"PHIP"	means the post hearing information pack of the Company posted on the Stock Exchange's website at http://www.hkexnews.hk on October 12, 2025, as amended or supplemented by any amendment or supplement thereto;
"PRC Company Law"	means the Company Law of the PRC;
"Pre-contractual Statements"	has the meaning ascribed to it in Clause 20.6;
"Preliminary Offering Circular"	means the preliminary offering circular expected to be dated October 20, 2025 to be issued by the Company 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 Overall Coordinators (for themselves 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 for the purposes of, among others, the Global Offering;
"Proceeding(s)"	has the meaning ascribed to it in Clause 9.2;
"Process Agent"	has the meaning ascribed to it in Clause 19.5;
"Prospective Financial Information"	has the meaning ascribed to it in SCHEDULE 3;
"Receiving Bank"	means China CITIC Bank International 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 expected to be dated October 16, 2025 entered into between the Company, the Receiving Bank, the Joint Sponsors, the Sponsor-OCs, the H Share Registrar and the Nominee 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 March 21, 2025 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;
"Related Agreement"	has the meaning ascribed to it in SCHEDULE 3;
"Relevant Hong Kong Public Offering 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 which is applied pursuant to Clause 4.5 to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
"Relevant Information"	has the meaning ascribed to it in Clause 10.3(a);
"Relevant Jurisdiction(s)"	has the meaning ascribed to it in Clause 11.1(a)(i);
"Reporting Accountant"	means Ernst & Young whose principal place of business in Hong Kong is at 27/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong;
"RMB"	means Renminbi, the lawful currency of the PRC;
"Rules"	has the meaning ascribed to it in Clauses 19.2;
"Sanctioned Country(ies)"	has the meaning ascribed to it in SCHEDULE 3;
"Sanctioned Laws and Regulations"	has the meaning ascribed to it in SCHEDULE 3;
"SAMR"	has the meaning ascribed to it in SCHEDULE 3;

"Securities Act"	means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;
"SFC"	means the Securities and Futures Commission of Hong Kong;
"SFC Transaction Levy"	means the transaction levy at the rate of 0.0027% of the Offer Price payable to the SFC pursuant to the Listing Rules;
"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;
"Share(s)"	means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each;
"Specialist Technology Company"	means a company primarily engaged (whether directly or through its subsidiaries) in the research and development of, and the commercialisation and/or sales of, Specialist Technology Product(s) within an acceptable sector of a Specialist Technology Industry, as defined in Rule 18C.01 of the Listing Rules;
"SPDBI Capital"	has the meaning ascribed to it in the preamble;
"Sponsor-OCs" or "Overall Coordinators"	means CLSA, CMBC Securities, GTJA Securities, SPDBI Capital and BOCOMI Securities, and each, "**Sponsor-OC**" or "**Overall Coordinator**";
"Stock Exchange"	means The Stock Exchange of Hong Kong Limited;
"Subsidiary(ies)"	means the subsidiaries of the Company from time to time within the meaning of the Companies Ordinance, including, without limitation the company(ies) named in the Hong Kong Prospectus as subsidiary(ies) of the Company;
"Supplemental Offering Material"	has the meaning ascribed to it in SCHEDULE 3;
"Taxation" or "Taxes"	means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong and the PRC 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, 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, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal authorities whether of Hong Kong and the PRC, or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including any penalties, fine, charge and/or interests arising in respect of any taxation; other than taxes imposed in respect of net income by a taxing jurisdiction wherein the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or the Hong Kong Underwriters in Hong Kong are incorporated or resident for tax purposes arising out of any commission or fees received by any of such parties pursuant to this Agreement;

"Time of Sale"	means the time when sales of the International Offer Shares were first made;
"Track Record Period"	means the three years ended December 31, 2024 and the six months ended June 30, 2025;
"Trading Fee"	means a trading fee at the rate of 0.00565% of the Offer Price payable to the Stock Exchange pursuant to the Listing Rules;
"Transaction Levies"	means the transaction levies at the rates of 0.0027% and 0.00015%, respectively, of the Offer Price in respect of the Offer Shares imposed by the SFC and the Accounting and Financial Reporting Council of Hong Kong, respectively;
"Tribunal"	has the meaning ascribed to it in Clauses 19.2;
"Under-subscription"	has the meaning ascribed to it in Clause 4.4;
"Underwriters"	means the Hong Kong Underwriters and the International Underwriters;
"Underwriters' HK Legal Advisers"	means King & Wood Mallesons whose registered office in Hong Kong is situated at 13/F, Gloucester Tower, the Landmark, 15 Queen's Road Central, Hong Kong;
"Underwriters' PRC Legal Advisers"	means Han Kun Law Offices whose principal place of business in the PRC is at 9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Avenue, Dongcheng District, Beijing, PRC;
"Unsubscribed Shares"	has the meaning ascribed to it in Clause 4.4;
"United Kingdom"	means the United Kingdom of Great Britain and Northen Ireland;
"United States", "U.S." or "US"	means the United States of America;

"U.S. Export Control Laws"	has the meaning ascribed to it in SCHEDULE 3;
"Verification Notes"	means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors;
"Warranties"	means the representations, warranties, agreements and undertakings given or made, or deemed to be given or made by the Company and the Warrantors (as the case maybe) as set forth in SCHEDULE 3;
"Warrantors"	means the Company and the Warranting Shareholders and each, a "**Warrantor**";
"Warranting Shareholder(s) "	Mr. Zhao, Mr. Yang, Deepexi Huachuang, Deepexi Huaying and Deepexi Huichuang, and each, a "**Warranting Shareholder**" ;

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 forth 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:-

(a) 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 statutory provisions;

(b) a **company** shall include any company, corporation or other body corporate, whenever and however incorporated or established;

(c) a **person** shall include any individual, body corporate, unincorporated association, any form of governmental body or authority, state or agency of a state, any association and partnership, joint venture (whether or not having a separate legal personality) of two or more of the foregoing;

(d) a **subsidiary** or a **holding company** is to the same as defined in sections 15 and 13 of the Companies Ordinance;

(e) **Clauses**, **Paragraphs**, **Recitals** and **Schedules** are to clauses, paragraphs of, recitals of and schedules to this Agreement;

(f) **parties** are to the parties to this Agreement;

(g) 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;

(h) the terms **or**, **including** and **and** are not exclusive;

(i) 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 H Shares by the Company;

(j) a document being **in the agreed form** means a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters);

(k) a **certified true copy** means a copy certified as a true copy by a Director or a joint company secretary of the Company or the Company's HK Legal Advisers or the Company's PRC Legal Advisers;

(l) **written** or in **writing** shall include any mode of reproducing words in a legible and non transitory form; and

(m) dates or times of day are to Hong Kong date or time; and

(n) **best knowledge**, **information**, **belief and/or awareness** of any person or similar terms shall be treated as including but not limited to the best knowledge, information, belief or awareness which the person would have had if such person had made reasonable due and careful enquiries.

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:

(a) the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters and the other International Underwriters, as the case may be) or the Underwriters' HK Legal Advisers (on behalf of the Joint Sponsors and the Sponsor-OCs), having received from the Company or the Company's HK & US Legal Advisers (on behalf of the Company) all Conditions Precedent Documents as set out in PART A of SCHEDULE 4 and PART B of SCHEDULE 4, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters and the other International Underwriters, as the case may be)), not later than 8:00 p.m. on the Business Day immediately before the Hong Kong 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 Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree, respectively;

(b) the issue by the Stock Exchange of a certificate of authorization of registration pursuant to section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance certifying that it authorises registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of each of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised 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, not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Hong Kong Prospectus Date;

(c) 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of 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;

(d) 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 Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);

(e) the execution and delivery of each of the International Underwriting Agreement by the parties thereto on or before October 24, 2025 (or such later date as the Overall Coordinators (for themselves and on behalf of the International Underwriters) may agree 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 becoming 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; the Offer Price having remained at HK$26.66 and have not been adjusted prior to (a) 8:00 a.m. on the Listing Date or (b) in the event of (i) a tropical cyclone warning signal number 8 or above; (ii) a “black” rainstorm warning; and/or (iii) an “extreme conditions” announcement issued by any government authority of Hong Kong being in force in Hong Kong, the time being 90 minutes before the trading of the Shares first commences on the SEHK;

(f) the Warranties being true, accurate and complete and not misleading on and as at the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as if they had been given and made on such date and time by reference to the facts and circumstances then subsisting);

(g) each of the Warrantors 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, as the case may be;

(h) the Company having obtained from or made to (as the case may be) the relevant Governmental Authorities all applicable Approvals and Filings in connection with the application for listing of the H Shares and Global Offering, including (i) the approval of the Stock Exchange of the listing of, and permission to deal in, the H Shares; (ii) the approval for the listing of the H Shares having been granted by the relevant Governmental Authorities, including 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 the trading of the Shares on the Stock Exchange; and (iii) all of the waivers, exemptions or consent as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC having been granted and are having not been otherwise revoked, withdrawn, amended or invalidated.

2.2 Procure fulfilment

Each of the Warrantors jointly and severely undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, to use its best endeavours to fulfil or to procure the fulfilment of the Conditions and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked 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 Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC and the Registrar of Companies in Hong Kong, the CSRC and any other relevant Governmental Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares on the Main Board and the fulfilment of such Conditions on or before the relevant time or date specified therefor.

2.3 Waiver or extension

The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, after prior consultation with the Company and in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

(a) 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 Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may determine (in which case the Joint Sponsors and the Overall Coordinators 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 30th day after the date of Prospectus) and any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or

(b) in respect of the Condition set out in Clause 2.1(a), to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.

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 Joint Sponsors', the Overall Coordinators', the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers', the CMIs' 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.

3. APPOINTMENTS

3.1 Appointment of the Joint Sponsors

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Sponsors to act as the joint sponsors to the Global Offering. Each of the Joint Sponsors as the joint sponsors in respect of the Company's application for the Admission relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment on the terms and subject to the conditions of this Agreement. For the avoidance of doubt, each of the appointment of the Joint Sponsors hereunder is in addition to their respective engagement under the terms and conditions of each of their respective Joint Sponsor and Sponsor-OC Engagement Letter, which shall remain in full force and effect.

3.2 Appointment of the Joint Global Coordinators, the Joint Bookrunners and Joint Lead Managers

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) the Joint Global Coordinators as the joint global coordinators in respect of the Global Offering; (ii) the Joint Bookrunners as the joint bookrunners of the Hong Kong Public Offering; (iii) the Joint Lead Managers as the joint lead managers of the Hong Kong Public Offering, and each of the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder.

3.3 Appointment of the Sponsor-OCs

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sponsor-OCs as the sponsor-OCs in respect of the Global Offering and CITICS as the designated sponsor-overall coordinator in respect of the Global Offering, relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder. For the avoidance of doubt, each of the appointment of the Sponsor-OC hereunder is in addition to their respective engagement under the terms and conditions of Joint Sponsors and Sponsor-OCs Engagement Letters, which shall remain in full force and effect.

For the avoidance of doubt, the appointment of the Sponsor-OCs hereunder is in addition to its engagement under the terms and conditions of the Joint Sponsor and Sponsor-OC Engagement Letters, which shall continue to be in full force and effect.

3.4 Appointment of the CMIs

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the CMIs to act as the capital market intermediaries of the Global Offering, and each of the CMIs, relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters in respect of the Global Offering entered into among them and the Company, which shall continue to be in full force and effect.

3.5 Appointment of the Receiving Bank and the Nominee

The Company has appointed (i) the Receiving Bank to act as receiving bank in connection with the Hong Kong Public Offering; and (ii) the Nominee to hold the application monies received pursuant to the Hong Kong Public Offering, in both cases on the terms and on the basis set out in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies on the terms and conditions set out in the Receiving Bank Agreement.

3.6 Appointment of the H Share Registrar and HK eIPO White Form Service

The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar’s Agreement, which may not be amended without prior written consent of the Joint Sponsors and the Overall Coordinators. The Company has also appointed the H Share Registrar to act as the service provider in relation to the HK eIPO White Form on and subject to the terms and conditions of any separate agreement between them. The Company undertakes with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to use its best endeavours to procure that the H Share Registrar and HK eIPO White Form Service Provider shall do all such acts and things as may be required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.

3.7 Appointment of the Hong Kong Underwriters

The Company hereby appoints the Hong Kong Underwriters on the terms and subject to the conditions of this Agreement, and to the exclusion of all others, as underwriters of the Hong Kong Public Offering, to assist the Company in offering to the public in Hong Kong the Hong Kong Offer Shares at the Offer Price (plus Brokerage, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee) in accordance with the provisions of this Agreement and on the terms and conditions set out in the Hong Kong Public Offering Documents, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions set out in this Agreement, severally (and for the avoidance of doubt, not “jointly” or “jointly and severally”) accept the appointment and severally (and for the avoidance of doubt, not “jointly” or “jointly and severally”) agree, in the event that an Under-Subscription shall occur, to procure subscribers for the Unsubscribed Shares comprised in the Under-Subscription or, failing that, themselves to subscribe for such Unsubscribed Shares as principals in accordance with the terms and conditions of this Agreement and the Hong Kong Public Offering Documents. Such obligations of each Hong Kong Underwriter to procure subscribers, or to subscribe as principals, for the Hong Kong Offer Shares comprised in an Under-Subscription:

(a) are several (and not joint or joint and several);

(b) shall initially extend to a number of Hong Kong Offer Shares up to but not exceeding such Hong Kong Underwriter's initial Hong Kong Underwriting Commitment hereunder; and

(c) if required to be performed, shall be performed in accordance with the provisions of Clauses 4.4 and 4.7.

3.8 Several obligations

None of the appointees under Clauses 3.1 to 3.7 shall be liable for any failure on the part of any other appointees to perform its obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce its rights under this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any of its rights under this Agreement either alone or jointly with the other appointees.

3.9 Advice to the Company:

The Company hereby further confirms and acknowledges that each of the Sponsor-OCs and the Overall Coordinators has:

(a) 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;

(a) explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicate its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

(b) 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;

(c) 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;

(d) provided guidance to the Company that the market's practice on the ratio of Fixed Fees and Discretionary Fees to be paid to syndicate CMIs is 75% : 25%;

(e) 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 Governmental Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and

(f) 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.

3.10 Delegation

Each appointment referred to in Clauses 3.1, 3.2, 3.3, 3.4 and 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised 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 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 3.10, notwithstanding any such delegation.

3.11 Conferment of authority

The Company hereby confirms that the foregoing appointments under Clauses 3.1, 3.2, 3.3, 3.4 and 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.9, all rights, powers, authorities and discretions on behalf of the Company which are necessary or desirable for, or incidental to, the lawful performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter (as the case may be) of the Global Offering and the application for Admission, and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.9 has done or shall do in the exercise of such rights, powers, authorities and discretions which are in compliance with applicable Laws and this Agreement. The Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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.

3.12 Limitation of liability

None of the appointees pursuant to Clauses 3.1, 3.2, 3.3, 3.4 and 3.7, their respective delegates under Clause 3.5 or any other Indemnified Parties shall be responsible for any loss, cost, expense or damage to any persons arising from (i) any transaction carried out by such appointee within the scope of the appointments, authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the H Shares on the Stock Exchange (except for any such loss, cost, expense or damage which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been arisen directly from the willful default, fraud or gross negligence of such appointees or the other Indemnified Parties), or (ii) any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, which the Company and the Directors are solely responsible in this regard.

3.13 Sub-underwriting

Subject to Clause 4, 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 to any person in respect of whom such offer or sale would be in contravention of applicable Laws and/or the selling restrictions set out in the Hong Kong Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely as between the Company and a relevant Hong Kong Underwriters shall remain liable for all acts and omissions of the relevant sub-underwriters with whom it has entered into sub-underwriting agreement.

3.14 No liability for the Offering Documents

Without prejudice to the generality of the foregoing and notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters, or any other Indemnified Parties shall be responsible for or have any liability whatsoever to the Warrantors or any other person in respect of (i) any omission of information from any Offering Documents, or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard), (ii) any loss or damage to any person arising from any transaction carried out by the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor- OC, the OC, the CMIs, the Hong Kong Underwriters or any other Indemnified Party, including the following matters (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard):

(a) any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares;

(b) any of the matters referred to in Clauses 9.2 (a), (b),(d), and

notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss (as defined in Clause 9.2) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.15 No fiduciary relationship

Each of the Warrantors acknowledges and agrees that (i) the services rendered by the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) in respect of the Hong Kong Public Offering (including the determination of the Offer Price), and the underwriting of the Hong Kong Public Offering by the Hong Kong Underwriters, pursuant to this Agreement, are arm's-length commercial transactions between the Company on the one hand, and Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) on the other hand, (ii) in connection with the transactions contemplated by this Agreement and with the process leading thereto, each of the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is acting solely as principal and not the agent or adviser of the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and 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 Stock Exchange or the process leading (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 5.2 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.4 hereof) thereto, (iii) none of the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is acting as the fiduciary of the Company or the Warrantors nor has assumed an advisory or fiduciary or similar responsibility in favour of the Company with respect to the transactions contemplated by this Agreement, the Global Offering or the listing of the H Shares on the Stock Exchange or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters), (iv) the Company and/or the Warrantors on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) on the other hand, are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) to the Company or the Warrantors 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 the Warrantors. Each of the Warrantors has consulted its own professional advisers including, without limitation, legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate, and none of the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) is advising the Company or the Warrantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction, nor shall any of them has any responsibility or liability to the Company or the Warrantors or any other person with respect thereto; (v) the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 and/or the Warrantors; and (vi) any requirement under the Code of Conduct for the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to confirm promptly the essential features of a transaction shall not apply to the transactions contemplated by this Agreement.

Each of the Warrantors agrees that it will not claim that any of the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, has rendered advisory services, or owes a fiduciary or similar duty to the Company or the Warrantors, in connection with transactions or matters contemplated by this Agreement or the process leading thereto. Each of the Warrantors waives and releases to the fullest extent permitted by applicable Laws any claims it may have against any of the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters for any breach or alleged breach of advisory, fiduciary or similar duty in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions.

3.16 Compliance with the Offering Documents:

The Company hereby represents, warrants and undertakes that it has not made and will not make or cause to be made any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of the Hong Kong Prospectus, the Offering Circular, the International Underwriting Agreement and this Agreement.

Any transaction carried out by the appointees under Clauses 3.1, 3.2, 3.3, 3.4 and 3.7 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) 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 3.9. The appointees shall not be responsible for any loss or damage to any other such appointee or their respective Affiliates.

4. THE HONG KONG PUBLIC OFFERING AND THE UNDERWRITING OF THE HONG KONG OFFER SHARES

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, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee) 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 Hong Kong Prospectus by the Company or the Company's HK & US Legal Advisers on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice (in the agreed form) to be published on:

(a) the official website of the Stock Exchange (www.hkexnew.hk); and

(b) the website of the Company (www.deepexi.com).

The Company shall, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the Stock Exchange (www.hkexnew.hk) and the website of the Company (www.deepexi.com).

4.2 Application Lists

Subject as mentioned in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus, 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 tropical cyclone warning signal number 8 or above, a "black" rainstorm warning signal and/or an "Extreme Conditions" announcement issued after a super typhoon 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 between 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Conditions remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the Acceptance Date and to the time of opening and closing of the Application Lists shall be construed accordingly.

4.3 Basis of allocation

The Sponsor-OCs (for themselves and on behalf of 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. The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled to exercise, and on behalf of the Company to authorise the Receiving Bank and the H Share Registrar to exercise, the sole and absolute discretion on the part of the Company to reject or accept in whole or in part any Hong Kong Public Offering Application in accordance with the Hong Kong Public Offering Documents, this Agreement or otherwise and, without prejudice to Clause 4.9, the Sponsor-OCs shall in accordance with Chapter 4.14 of the Guide and Rule 18C.09 of the Listing Rules, on behalf of the Company, to 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. The respective International Offering Purchasing Commitment of the International Underwriters may be correspondingly reduced in such proportions as the Sponsor-OCs will determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.2 in respect of such reallocated Offer Shares.

The Company undertakes with the Hong Kong Underwriters that it shall, and shall procure the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

(a) in respect 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

(b) in respect 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

(c) the basis of allocation of the Hong Kong Offer Shares.

4.4 Hong Kong Public Offering Under-Subscription

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 (the "**Unsubscribed Shares**") which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications under the Hong Kong Public Offering (an "**Under-Subscription**"), the Overall Coordinators shall notify the other Hong Kong Underwriters as soon as practicable following the Sponsor-OCs being informed of the Under-Subscription, and each of the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter to zero pursuant to Clause 4.5) shall, subject to any reallocation of such Hong Kong Offer Shares comprised in the Under-Subscription to the International Offering pursuant to Clause 4.10 and subject to Clause 4.8, apply or procure applications for such respective numbers of Hong Kong Offer Shares comprised in the Under-Subscription as the Sponsor-OCs may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and those regarding the payment for the Hong Kong Offer Shares), and shall pay or procure to be paid the full amount payable on application in accordance with Clause 4.7, provided that:

(a) the obligations of the Hong Kong Underwriters in respect of such Hong Kong Offer Shares under this Clause 4.4 shall be several (and not joint or joint and several).

(b) the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4 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 2):

$$[\ N = T \text{ x } \frac{(C - P\ )}{(AC - AP)}\ ]$$

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 4.4, subject to such adjustment as the Sponsor-OCs may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, 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 Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of all the Hong Kong Underwriters.

The determination of the Sponsor-OCs of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.4 shall be final and conclusive. None of 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 4.4. 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.

4.5 Reduction of the Hong Kong Underwriting Commitment

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 4.7, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators 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, if applicable) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.3 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 5.

4.6 Accepted application(s)

The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Overall Coordinators pursuant to Clause 4.3, 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 4.4.

4.7 Hong Kong Underwriter's applications

In the event of an Under-Subscription, each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the second Business Day after the Acceptance Date, and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, deliver duly completed applications for such number of Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.4, and pay (or procure payment) to the Overall Coordinators or as they may direct the full amount payable on application (being the Offer Price together with the Brokerage, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee), for such number of Hong Kong Offer Shares comprising the Under-Subscription as may have fallen to be subscribed and paid for by it pursuant to Clause 4.4 and subject to the terms and conditions set out in the Hong Kong Public Offering Documents (as may be appropriate).

Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated. The Company shall, as soon as practicable after 8:00 a.m. on the Listing Date but in no event later than 9:00 a.m. on the Listing Date, against receipt of such applications and payments in relation thereto in accordance with Clause 4.4, and upon receipt of the list of allottees for the Hong Kong Offer Shares, duly allot and issue to the said applicants or to such persons nominated by the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and will duly issue, and authorise the delivery to the Hong Kong Underwriters (or as they may direct) of valid H Share certificates in respect of such Hong Kong Offer Shares in the names of the respective applicants or in the name of HKSCC for credit to the relevant CCASS participants' account of the applicants.

4.8 Power of the Sponsor-OCs to make applications

In the event of an Under-Subscription, the Sponsor-OCs shall have the right (to be exercised at their sole discretion (either acting individually or together in such proportions as shall be agreed among themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.4. Any application submitted or procured to be submitted by any of the Joint Sponsors and Sponsor-OCs pursuant to this Clause 4.8 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.7 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.4 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

4.9 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 (a "**Over-Subscription**"), then:

(a) subject to any required reallocation as set forth below in this Clause 4.9(b) 4.9(c) and the relevant requirements under Rule 18C.09 of the Listing Rules and Chapter 4.14 of the Guide for New Listing Applicants issued by the Stock Exchange, the Sponsor-OCs, in their sole and absolute discretion, may (but shall have no obligation to) 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 Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sponsor-OCs may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.2 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

(b) if the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 10 times or more but less than 50 times, or (ii) 50 times or more of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 2,663,200 Shares (in the case of (i)) and 5,326,400 Shares (in the case of (ii)), respectively, representing approximately 10% and approximately 20% of the total number of Offer Shares initially available under the Global Offering;

(c) if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Hong Kong Public Offering Over-Subscription represents a subscription of less than 10 times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Hong Kong Public Offering Over-Subscription occurs, the Sponsor-OCs may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering 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 2,663,200 Offer Shares, representing double of the total number of Offer Shares initially available under the Hong Kong Public Offering.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting 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 7.2 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

4.10 Reallocation from the Hong Kong Public Offering to the International Offering

If an Under-Subscription occurs, the Sponsor-OCs, in their sole and absolute discretion to (but shall have no obligation to) reallocate all or any of the Hong Kong Offer Shares comprised in any such Under-Subscription from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering in their sole and absolute discretion. The respective Hong Kong Underwriting Commitment of the Hong Kong Underwriters shall be reduced in such proportion as the Overall Coordinators may, in their sole and absolute discretion, determine. Any Hong Kong Offer Shares which are so 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 allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.2 in respect of the Offer Shares to be reallocated to the International Offering.

4.11 Obligations cease

All obligations and liabilities of the Hong Kong Underwriters under this Agreement shall cease following due payment in full by or on behalf of the Hong Kong Underwriters in accordance with Clauses 4.4, 4.7 and/or 4.8 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 themselves as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.12 Implementation of the Hong Kong Public Offering

Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 to be granted by the Stock Exchange.

4.13 Reduction in the Offer Price range and/or the number of Offer Shares

The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Hong Kong 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 posted on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.deepexi.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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and the Company, will be fixed within such revised range. Such notice will also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the Global Offering statistics as currently set out in the Hong Kong Prospectus, and any other financial information which may change materially 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.

5. PAYMENT OF HONG KONG PUBLIC OFFER APPLICATION MONIES AND ALLOTMENT

5.1 Hong Kong Public Offering application monies

The application monies (with interest thereon, if any) in respect of the Hong Kong Offer Shares will be paid in Hong Kong dollars to the Company before 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 Joint Sponsors and the Overall Coordinators that the Conditions have been fulfilled or waived, the termination right of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) pursuant to Clause 11 not being exercised, and that H Share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares or HKSCC Nominees Limited (as the case may be), by wire transfer to the Company's bank account in Hong Kong (details of which will be notified by the Company to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement but, in any event, by no later than the Business

Day immediately before the Listing Date) in immediately available funds, provided, however, that:

(a) the Joint Sponsors and the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company as aforesaid) to deduct from such application monies and pay to the Joint Sponsors and the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Joint Sponsors and the Overall Coordinators on behalf of such person) underwriting commission, incentive fee (if any) under Clauses 7.2, 7.3 and the outstanding sponsor fees payable by the Company pursuant to the Sponsor and Sponsor-OC Engagement Letters under Clause 7.1;

(b) the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company as aforesaid) to deduct from such application monies the aggregate SFC Transaction Levy, the aggregate AFRC Transaction Levy and the aggregate Trading Fee payable by (i) the Company and (ii) the successful applicants in respect of such Hong Kong Offer Shares, which will be arranged to be paid by the Overall Coordinators;

(c) the Overall Coordinators is hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company as aforesaid) to deduct from such application monies Brokerage at the rate one per cent (1%) of the Offer Price paid by the successful applicants under the Hong Kong Public Offering which may be retained by the Hong Kong Underwriters or members of the Stock Exchange (as the case may be); and

(d) to the extent that the amounts deducted by the Nominee under paragraphs 5.1(a), 5.1(a) and 5.1(c) are insufficient to cover, or the Nominee does not or will not deduct in accordance with paragraphs 5.1(a), 5.1(a) and 5.1(c), the amount payable by the Company pursuant to Clause 7.1, paragraphs 5.1(a) and 5.1(c), the Overall Coordinators shall be entitled to deduct from the placing monies from the International Offering in accordance with the International Underwriting Agreement for settlement of such amounts, and the Company shall, and the Warrantors shall procure the Company to, 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 as soon as practicable and in any event within 20 Business Days upon written demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) and to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company through its bank account (details of which shall be notified by the Company pursuant to the Receiving Bank Agreement) pursuant to this Clause 5.1 shall (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of (i) successful applicants under the Hong Kong Public Offering to refunds of the application monies if and to the extent that the Offer Price shall be determined at below the upper end of the Offer Price range (as stated in the Hong Kong Prospectus) per Offer Share, and (ii) successful and unsuccessful applicants under the Hong Kong Public Offering who are entitled to receive refunds 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.

5.2 Payment of Brokerage, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee for the Company and applicants

Subject to the receipt of the applicable monies pursuant to Clause 7.4 and receipt of the applicable monies pursuant to Clause 5.1, the Overall Coordinators, for themselves and on behalf of the Hong Kong Underwriters, shall arrange for the payment by the Nominee (i) on behalf of all successful applicants under the Hong Kong Public Offering to members of the Stock Exchange and/or the Hong Kong Underwriters (as the case may be) of the Brokerage, (ii) on behalf of the Company and all successful applicants, to the SFC of the SFC Transaction Levy, to the AFRC of the AFRC Transaction Levy and to the Stock Exchange of the Trading Fee, in each case in respect of Accepted Hong Kong Public Offering Applications, all such amounts to be paid out of the application monies. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

5.3 Refund cheques

The Company will use its best endeavors to 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 the distribution of refund cheques, to those applicants under the Hong Kong Public Offering who are entitled to receive any refund of application monies (in whole or in part) in accordance with the terms and conditions of the Hong Kong Public Offering Documents.

5.4 Separate bank account

The Company agrees that the application monies received for subscription of Hong Kong Offer Shares shall be credited to a separate bank account pursuant to the terms and conditions of the Receiving Bank Agreement.

5.5 No responsibility for default

The Company acknowledges and agrees that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters shall have any liability whatsoever under Clauses 5 and 7 or otherwise for any default by the Nominee or any other application or otherwise of refunds.

5.6 Issue of Hong Kong Offer Shares

Upon receipt by the H Share Registrar of the applications for 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 27, 2025 (the date specified in the Hong Kong Prospectus for the despatch of H Share certificates):

(a) duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived 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 Overall Coordinators 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, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;

(b) 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

(c) procure that H Share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) 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 Overall Coordinators 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.

6. NO STABILISATION

6.1 No stabilization by the Company and the Warrantors

Each of the Company and the Warrantors undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it will not, and will cause its Affiliates or any of its or its Affiliates' respective promoters, representatives, partners, directors, officers, employees, assignees, advisers, consultants and agents, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

(a) 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, without limitation, the Securities and Futures (Price Stabilizing) Rules (Chapter 571 of the Laws of Hong Kong) under the Securities and Futures Ordinance); or

(b) 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.

The undertaking given by the Company and the Warrantors under this Clause 6.1 is given on a joint and several basis.

7. COMMISSIONS, FEES, EXPENSES AND INCENTIVE FEES

7.1 Sponsorship fee

In consideration of the Joint Sponsors' services in relation to the Hong Kong Public Offering and the Company's application for Admission, the Company shall pay to the Joint Sponsors outstanding sponsor 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 Joint Sponsors pursuant to the Joint Sponsor and Sponsor-OC Engagement Letters and such outstanding sponsor fees shall be deducted from the proceeds payable to the Company by the Overall Coordinators under the International Underwriting Agreement in accordance with the terms and conditions of the International Underwriting Agreement.

For the avoidance of doubt, the Joint Sponsors are hereby authorised to settle such sponsor fees and expenses referred to in this Clause 7.1 by way of deductions from the proceeds payable to the Company by the Overall Coordinators under the International Underwriting Agreement in accordance with the terms and conditions of the International Underwriting Agreement.

7.2 Hong Kong Public Offering underwriting commission

Subject to this Agreement having become unconditional and not having been terminated under its terms and the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.75% 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 4.9 and 4.10, respectively), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the underwriting commission, taking into account any reallocation of Offer Shares pursuant to Clauses 4.9 and 4.10, shall be determined in accordance with the terms of 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 Joint Sponsors and Sponsor-OCs Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange; and (b) any adjustment to the allocation of the fixed fee to each syndicate CMI as set out in the Overall Coordinators Engagement Letters and/or its respective engagement letter with the Company shall be in compliance with the Listing Rules.

For the avoidance of doubt, the Sponsor-OCs are hereby authorised to settle such underwriting commission referred to in this Clause 7.2 by way of deductions from the proceeds payable to the Company by the Overall Coordinators under the International Underwriting Agreement in accordance with the terms and conditions of the International Underwriting Agreement.

7.3 Incentive Fees

The Company agrees at its sole discretion to pay any one or all of the Hong Kong Underwriters an additional incentive fee of up to 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Share (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 4.9 and 4.10, respectively), the allocation and amount of which shall be determined by the Company and notified to the Overall Coordinators in accordance with the International Underwriting Agreement, provided that any adjustment to the allocation of the incentive fees to each syndicate CMI as set out in the Overall Coordinators Engagement Letters and/or its respective engagement letter with the Company shall be in compliance with the Listing Rules.

7.4 Other costs payable by the Company

Subject to Clause 7.5, all fees, costs, charges Taxation and other expenses of, in connection with or incidental to the Global Offering, the listing of the Shares on the Stock Exchange and its associated transactions and this Agreement and the transactions contemplated thereby or hereby, and in each case and where applicable, including, without limitation:-

(a) all fees, disbursement and expenses of the Reporting Accountant in accordance with the engagement letter between the Company and the Reporting Accountant;

(b) all fees, disbursement and expenses of the H Share Registrar and the HK eIPO White Form Service Provider in accordance with their respective engagement letters with the Company;

(c) all fees, disbursement and expenses of all Legal Advisers and any other legal advisers to the Company and the Underwriters in accordance with the relevant engagement letters entered into between the Company and relevant legal advisers;

(d) all fees, disbursement and expenses of the Internal Control Consultant and the Industry Consultant in accordance with the engagement letter between the Company and the Industry Consultant;

(e) all fees, disbursement and expenses of the public relations consultants engaged by the Company in accordance with the engagement letter between the Company and such public relations consultants;

(f) fees, disbursement and expenses of the Receiving Bank and the Nominee in accordance with the engagement letter between the Company and the Receiving Bank and the Nominee or otherwise as approved by the Company;

(g) fees and expenses related to the application for listing of the H Shares on the Main Board, the registration of any documents with any relevant authority and the qualification of the Offer Shares in any other jurisdiction as referred to in the Offering 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);

(h) all roadshow costs and expenses (including the fees and expenses of the roadshow coordinator engaged by the Company and the Overall Coordinators, the Joint Lead Managers, the Joint Bookrunners or the Underwriters), presentations or meetings undertaken as informed and agreed by the Company in connection with the marketing of the offering and sale of the Offer Shares to prospective investors;

(i) fees, disbursement and expenses of the financial printer retained for the Global Offering in accordance with the engagement letter between the Company and the financial printer or otherwise as approved by the Company;

(j) all advertising costs in relation to the Global Offering as approved by the Company;

(k) all costs of preparation, printing, despatch and distribution of the Offering Documents in relation to the Global Offering, and all amendments and supplements thereto;

(l) all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing;

(m) all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of H Share certificates, letters of regret and refund cheques;

(n) all cost of preparing, printing or producing any agreement among the Hong Kong Underwriters, agreement among the International Underwriters, this Agreement, the International Underwriting Agreement, the agreement between syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;

(o) the SFC Transaction Levy, the AFRC Transaction Levy and the Trading Fee payable by the Company, and all capital duty (if any), premium duty (if any), tax, levy and other fees, costs and expenses payable in respect of the creation and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement and the International Underwriting Agreement;

(p) all fees and expenses of conducting company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering as informed and agreed by the Company;

(q) all travelling, telecommunications, postage, roadshow and other out-of-pocket expenses incurred by the Underwriters or any of them or on their or its behalf under this Agreement or in connection with the Hong Kong Public Offering as informed and agreed by the Company;

(r) all costs and expenses incurred by the Company related to the launching of the Global Offering, provided that a list of particulars of such charges and expenses are provided for prior written confirmation of the Company;

(s) fees and expenses related to the application for listing of and permission to deal in the Offer Shares on the Stock Exchange as approved by the Company;

(t) fees and expenses related to the registration of the Hong Kong Public Offering Documents with any relevant authority, including without limitation, the Registrar of Companies in Hong Kong;

(u) all processing charges and related expenses payable to HKSCC;

(v) all CCASS and FINI related transaction fees, where applicable, payable in connection with the Global Offering;

(w) all fees and cost payable by the Company to the OCs and CMIs pursuant to and in accordance with the terms of their respective engagement letters in respect of the Global Offering;

(x) sponsor fees acting as the Joint Sponsors to the Global Offering; and

(y) sponsor-OC fees acting as the Sponsor-OC to the Global Offering; and all other fees and expenses, including out of pocket expenses, incurred by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters related to the Global Offering or incidental to the performance of the obligations of the Company pursuant to this Agreement, International Underwriting Agreement, the Sponsor and Sponsor-OCs Engagement Letter and the Global Offering which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and the Joint Sponsors or as otherwise approved by the Company (whose approval shall not be unreasonably withheld or delayed).

shall be borne by the Company, and the Company shall, and the Warrantors shall procure the Company to, pay or cause to be paid all the fees, costs, charges, Taxation and expenses incurred in connection with the listing of the H Shares on the Main Board including, without limitation, Brokerage, SFC Transaction Levy, AFRC Transaction Levy and Trading Fee payable by the Company and any stamp or capital duty or other similar tax arising from the creation, issue and allotment or sale of Offer Shares pursuant to the Global Offering, provided that a list of particulars of such costs, expenses, fees, charges shall be provided for prior written confirmation of the Company (whose confirmation shall not be unreasonably withheld or delayed), subject to the terms of the agreements entered into between the Company and the relevant parties. For the avoidance of doubt, the initial listing fees payable to the Stock Exchange shall be borne solely by the Company. Nothing in this Clause 7.4 shall extinguish the unfettered right to claim against the Company for all fees, costs and expenses that have been incurred in connection with the Global Offering. Notwithstanding anything to the contrary in

Clause 20.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, 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, and the Warrantors shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Joint Sponsors, Sponsor-OCs, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis, subject to terms of the agreements entered into between the Company and the relevant parties.

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 7.2 and 7.3, but the Company shall, and each Warrantors shall procure that the Company shall, pay or reimburse to the relevant parties, all costs, fees, charges, taxes and expenses referred to in Clause 7.4 which have been incurred or are liable to be paid by the Joint Sponsors and/or by the Overall Coordinators and/or by the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and/or by the Joint Bookrunners and/or by the Joint Lead Managers and/or by the CMIs and/or by the Hong Kong Underwriters and the costs, fees, charges, taxes and expenses which are expressed to be borne by the Company within 20 Business Days upon written demand by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or the relevant party incurring the costs, expenses, fees and charges, as the case may be, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment, unless otherwise agreed between the Company and the relevant parties, on the condition that the list of particulars of relevant costs, expenses, fees, charges and Taxation shall be provided to the Company for confirmation before any payment by the Company.

7.6 Time of payment of costs

All commissions, fees, costs, charges and expenses referred to in this Clause 7 (if not so deducted pursuant to Clause 5.1) or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 5.1 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses) shall 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 20 Business Days upon written demand by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or by the relevant party incurring the commissions, fees, costs, charges or expenses, as the case may be, on the condition that the list of particulars of relevant costs, expenses, fees, charges and Taxation shall be provided to the Company for prior confirmation before any payment by the Company. All payments to be made by the Company under this Clause shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto, subject to terms of the agreements entered into between the Company and the relevant parties.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 Representations, Warranties and Undertakings by the Warrantors

Each of the Warrantors hereby jointly and severally represents, warrants and undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters in the terms set out in PART A of SCHEDULE 3 and each of the Warranting Shareholders hereby jointly and severally represents, warrants and undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them the terms set out in PART B of SCHEDULE 3 is true, accurate and not misleading as at the date of this Agreement. Each of the Warrantors further jointly and severally acknowledges that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 Full force

(a) The Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the other matters, transactions and arrangements referred to or contemplated in this Agreement; and

(b) 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 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.

8.3 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 given on and/or repeated:

(a) on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

(b) on the Hong Kong Prospectus Date and the date(s) of any supplement to the Hong Kong Prospectus (if any);

(c) on the Acceptance Date;

(d) on the Price Determination Date;

(e) if applicable, the time immediately prior to (i) the delivery by the Sponsor-OCs and/or the other Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) the time of payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.4 and/or Clause 4.8 (as the case may be);

(f) on the date of the announcement of the results of allocation of the Hong Kong Public Offer Shares;

(g) immediately prior to 8:00 a.m. on the Listing Date;

(h) immediately prior to the commencement of dealings in the Offer Shares on the Main Board,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above without taking into consideration any amendment or supplement to the Offering Documents made or delivered under Clause 8.7 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), 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 8.3 shall affect the on-going nature of the Warranties.

8.4 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.

8.5 Notice of breach of Warranties

Each of the Warrantors hereby jointly and severally undertakes to notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) as soon as practicable in writing if it/he comes to its knowledge that any of the Warranties is untrue, incomplete, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.3 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, incomplete, inaccurate or misleading in any respect or any significant new factor likely to affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).

8.6 Undertakings not to breach Warranties

Each of the Warrantors hereby jointly and severally undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters not to, and shall use its best endeavours to 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, incomplete, incorrect or misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.3 or which could materially and adversely affect the Global Offering or at any time immediately prior to the commencement of dealings in the H Shares on the Stock Exchange enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract or a material commitment for the purpose of the Hong Kong Prospectus. Without prejudice to the foregoing, each of the Warrantors 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), whose approval shall not be unreasonably withheld or delayed.

8.7 Remedial action and announcements

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 and repeated pursuant to the provisions of Clause 8.3, any event shall have occurred or any matter or event or fact is discovered or comes to the attention of any Warrantor (i) as a result of which any of the Warranties, if repeated immediately after the occurrence or discovery of such matter or event or fact, would be untrue or inaccurate or misleading or breached in any respect or (ii) which would or might result in the Offering Documents, the CSRC Filings or any of them containing an untrue or misleading statement of fact or opinion or omitting to state 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 (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event) or (iii) which would or might result in any breach of the representations, warranties or undertakings given by any of the Warrantor or any circumstances giving rise to a claim under any of the indemnities contained in, or given pursuant to, this Agreement, or (iv) which is likely to materially adversely affect the Global Offering, any Warrantor or the Hong Kong Underwriters, the Warrantors shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter or event or fact, the Warrantors shall at their own expense as soon as practicable, take such remedial action as may be necessary or advisable to correct such statement or omission or effect such compliance with applicable Laws or reasonably requested by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to remedy such matter or event or fact, including issuing or publishing, distributing or making publicly available any announcement, supplement or amendment in relation to the Offering Documents or any of them, and shall supply the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of the aforesaid documents as they may reasonably require, provided, however, that any approval by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of any amendment or supplement to the Offering Documents, and any delivery to investors of such amendment or supplement to the Offering Documents, the CSRC Filings or any of them, shall not (i) constitute a waiver or modification or prejudice of any rights of the Hong Kong Underwriters under this Agreement or (ii) result in the loss of the Joint Sponsors', the Overall Coordinators', the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers', the CMIs' 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). If any matter or event referred to in Clause 8.7 shall have occurred, nothing herein shall prejudice any rights that the Joint Sponsors and the Overall Coordinators or the Hong Kong Underwriters may have in connection with the occurrence of such matter or event, including without limitation its rights under Clause 11.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, supplement or amendment or do any such act or thing without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld or delayed) except as required by applicable Laws, in which case the Company shall first consult the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) before such issue, publication or distribution or act or thing being done. The foregoing restriction contained in this clause shall continue to apply after the completion of the Global Offering.

If an announcement, supplement or amendment to the Offering Documents or any of them is published after the date hereof, Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of publication of such amendment, supplement or amendment, and when so repeated, Warranties relating to 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 announcement, supplement or amendment, provided that any such announcement, supplement or amendment will not constitute a waiver of any right of the Hong Kong Underwriters under this Agreement.

8.8 Knowledge

A reference in this Clause 8 or in SCHEDULE 3 to any Warrantor'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, diligent and careful enquiry and that the Warrantor has used its best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.9 Obligations personal

The obligations of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.

8.10 Release of obligations

Any liability to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters against any other person under the same or a similar liability.

8.11 Assignment

The benefit of the representations, warranties and undertakings contained in this Agreement may be assigned in whole or in part by the Hong Kong Underwriters to any of its Affiliates involved in the Hong Kong Public Offering but save as aforesaid, no party hereto shall assign or transfer any of its rights or obligations under this Agreement.

8.12 Consideration

Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties and undertakings herein, in consideration of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms and conditions set out herein.

9. INDEMNITY

9.1 No claims against the Indemnified Parties

No Proceedings (as defined in clause 9.2) (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 Warrantors to recover any loss, liability, damage, payment, cost (including legal costs), disbursement, charge, expense or Taxation (collectively, "**Losses**" and individually, a "**Loss"**) which the Warrantors 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering, the offer, allotment or issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents, provided that the foregoing shall not exclude any liability of any Indemnified Party for any Proceedings (as defined below) or Losses which have been finally determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been directly caused by the fraud, gross negligence or wilful default on the part of such Indemnified Party, or (ii) or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 Indemnity

Each of the Warrantors jointly and severally undertakes, from time to time, to indemnify, defend, hold harmless and keep each of the Indemnified Parties fully indemnified on demand and, on an after-Taxation basis, against (i) all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) (the "**Proceedings**"), and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defence 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) and Taxation (the "**Losses**") 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:

(a) the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, all notices, announcements, advertisements, communication, roadshow materials issued by, for or on behalf of, or authorized by the Company or other documents relating to or in connection with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them) (collectively, the "**Related Public Information**"); or

(b) any of Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a material 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 as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or any information material in relation to the Company or 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

(c) any of the CSRC Filings relating to or in connection with the Group or the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of 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 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

(d) any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Offering Documents, the CSRC Filings or any notices, announcements or other documents relating to or in connection with the Group or the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators) being or alleged to be untrue, incomplete, inaccurate in any respect or misleading, 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 the fact or any allegation that the Offering Documents do not or did not, contain all information material in the context of the Global Offering or otherwise required to be stated therein; or

(e) any new interpretation of Laws or regulations or any new Law or regulation or any change or development involving a change in the interpretation of Laws or regulations that materially and adversely affects, or is likely to materially and adversely affect the existing operations of the Group; or

(f) the execution, delivery and performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Hong Kong Public Offering Documents, the Listing Rules, the Code of Conduct or in connection with the Global Offering; or

(g) the execution, delivery or performance of this Agreement by the Warrantors and/or offer, allotment, issue, sale or delivery of the Offer Shares thereunder by or on behalf of the Company; or

(h) any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantors or any of their respective directors, officers or employees resulting in a breach of any of the provisions of the Articles of Association, this Agreement, the International Underwriting Agreement or the Operative Documents or any other agreements in connection with the Global Offering to which it is or is to be a party; or

(i) any of the Warranties being untrue, incomplete, 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

(j) any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication or distribution of any of the Offering Documents, the CSRC Filings, or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or

(k) any actual or alleged act or omission of any Group Company or any Warrantors in relation to the Global Offering; or

(l) the Global Offering 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 in connection with the Global Offering; or

(m) any failure or alleged failure by the Company, any Warrantors, or any of the directors or supervisors or employees of the Group Companies to comply with their respective obligations or the requirements under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws or any condition or terms of any Approvals in connection with the Global Offering (including the failure or alleged failure to complete truthfully, completely and accurately the relevant information, declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering) or any Director being charged with an offence or prohibited by operation of law or otherwise disqualified from taking part in management of the Company; or

(n) the breach or alleged breach by any Group Company or any Warrantors of the applicable Laws in any respect; or

(o) any litigation, action, proceeding, investigation, governmental or regulatory investigation or proceeding having been commenced or being instigated or threatened, including investigation or proceeding by or before Governmental Authority, against the Company, any Group Company, any Warrantors or any of the Directors which is or will be adverse to, or affect, the business or financial or trading position or prospects of the Group taken as a whole, or settlement of any such investigation or Proceeding; or

(p) any breach or alleged by any Warrantors of the terms and conditions of the Hong Kong Public Offering; or

(q) any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 9.2 shall not apply in respect of any relevant Indemnified Party to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been caused directly by the fraud, willful default or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in this 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 any of the Warrantors becomes aware of any claim which may give rise to a liability against that any of them under the indemnity provided under Clause 9.2, it shall as soon as practicable give notice thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of Hong Kong Underwriters) 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, as soon as reasonably practicable notify the Warrantors of the institution of such Proceeding, provided, however, that the omission to so notify the Warrantors shall not relieve the Warrantors from any liability which it may have to any Indemnified Party under this Clause 9 or otherwise. The Warrantors may participate at its expense in the defence of such Proceedings including appointing counsel at its expense to act for it in such Proceedings; provided, however, except with the prior written consent of the Joint Sponsors and the Overall Coordinators (on behalf of any Indemnified Parties) (provided that such consent shall not be unreasonably withheld), that counsel to the Warrantors shall not also be counsel to the Indemnified Parties. Unless the Joint Sponsors and the Overall Coordinators (on behalf of any Indemnified Parties) consent in writing to counsel to the Warrantors acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (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 Warrantors and paid as incurred.

9.5 Settlement of claims

Each of the Warrantors shall not, 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 to the entry of judgment includes and must include 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 Warrantors under this Agreement. The Indemnified Parties are not required to obtain consent from the Warrantors with respect to such settlement or compromise or consent to judgment, provided that, unless prohibited by Laws, the Indemnified Parties shall notify the Warrantors before effecting any settlement or compromise of any pending or threatened Proceedings or claim in respect of which the Warrantors is a Party. Each of the Warrantors shall be liable for any settlement or compromise by any 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 Warrantors, and agrees 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 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 Warrantors shall be in addition to any liability which the Warrantors may otherwise have.

9.6 Arrangements with advisers

If the Company 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 Company 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 Company or to any other person arising out of the performance of its duties under this Agreement, the Company shall, and the Warranting Shareholders shall procure that the Company shall:

(a) not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Company would not have been entitled to recover from such Indemnified Party; and

(b) 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

(c) 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.

9.7 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.

9.8 Payment free from counterclaims/set-offs

All payments made by the Warrantors 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 Warrantors make a deduction or withholding under this Clause 9, the sum due from the Warrantors 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.

9.9 Payment on demand

All amounts subject to indemnity under this Clause 9 shall be paid by the Warrantors as and when they are incurred within 20 Business Days of a written notice demanding payment being given to the Warrantors by or on behalf of an Indemnified Party.

9.10 Taxation

All payments pursuant to this Clause will be made free and clear of any withholding or deduction for or on account of Taxation, unless such withholding or deduction is required by law. If a payment under this Clause 9 will be or has been subject to Taxation, the Warrantors 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.

9.11 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.

9.12 Full force

The foregoing provisions of this Clause 9 shall 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 (as the case may be).

9.13 Contribution

If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Warrantors shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:

(a) in such proportion as is appropriate to reflect the relative benefits received by the Warrantors on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or

(b) if the allocation provided in paragraph (a) above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in paragraph (a) above but also the relative fault of any of the Warrantors 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.

10. FURTHER UNDERTAKINGS

10.1 Compliance by the Company

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall, and each Warrantors shall procure that the Company will, 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 SFO, the Listing Rules and the CSRC Rules and all requirements of the Stock Exchange, the SFC or the CSRC or any other applicable Governmental Authority and all applicable Laws in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including, without limitation:

(a) complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.4, to the applicants under Clauses 4.7 and 4.8, respectively, on terms that the Hong Kong Offer Shares, when issued, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions to be 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;

(b) as soon as practicable following announcement of the results of allocation of the Hong Kong Offer Shares and in any event no later than October 27, 2025 (the date specified in the Hong Kong Prospectus for the despatch of the H Share certificates), causing definitive H Share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the H Share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant, and procuring 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);

(c) doing all such things (including, without limitation, providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;

(d) obtaining all necessary Approvals from and making all necessary filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the Stock Exchange and the CSRC;

(e) cooperating with and fully assisting, and procuring the Subsidiaries, the Warrantors, the substantial shareholders, associates of the Company, and/or any of their respective directors, 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs 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, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules;

(f) giving every assistance, and procuring the Subsidiaries, the Warrantors, the substantial shareholders, associates of the Company, and/or any of their respective directors, 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 give every assistance, to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules, including without limitation: (i) any instances of material non-compliance with the Listing Rules or such other regulatory requirements or guidance as issued by the Stock Exchange, including placing activities conducted by itself/themselves or the Company; (ii) any material changes to the information it previously provided to the SFC and the Stock Exchange; and (iii) if the OC ceases to act as the Company's OC at anytime after its appointment and before completion of the Global Offering, the reasons for ceasing to act as an OC and to provide the Stock Exchange with a confirmation on whether it had any disagreement with the

Company; and such information as the SFC and the Stock Exchange may require from time to time;

(g) making available on display on the official websites of the Stock Exchange (www.hkexnews.hk) and of the Company (www.deepexi.com) the documents referred to in the section headed "Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" in Appendix VII to the Hong Kong Prospectus for the period stated therein;

(h) making its best endeavors to procure that the H Share Registrar, the HK eIPO White Form Service Provider, the Nominee, the Receiving Bank 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, that they shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated therein, including, without limitation, providing the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators with such information and assistance as the Joint Sponsors, the Sponsor-OCs 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 HK eIPO White Form Service Provider, the Nominee and the Receiving Bank shall be amended without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

(i) making its best endeavors to procure that no connected person (as defined in the Listing Rules), existing shareholders of the Company or their close associates will himself/herself/itself (or through a company controlled by him/her/it), apply for Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or otherwise approved by the Stock Exchange and having obtained confirmation to that effect, and if the Company becomes aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholders of the Company or their close associates either in its 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 Joint Sponsors and the Overall Coordinator (for themselves and on behalf of the Underwriters);

(j) that no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;

(k) complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinator (for themselves and on behalf of the Underwriters);

(l) procuring that none of the Company, any other Group Company and any of their respective directors, officers, employees, Affiliates and 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 other Group Company that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40^{th}) day immediately following the date of application lists close;

(m) except for the offer of the Offer Shares pursuant to the Global Offering as disclosed in the Prospectus, from the date hereof until 5:00 p.m. on the date which is the thirtieth (30^{th}) Business Day after the last day for lodging applications under the Hong Kong Prospectus Date, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital or (ii) changing or altering its capital structure (including, without limitation, alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise) (other than as contemplated in the Prospectus);

(n) procuring that all of the net proceeds received by it pursuant to the Global Offering will be used in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Hong Kong Prospectus, unless otherwise agreed to be changed (such change to be in compliance with the applicable Listing Rules and the requirements of the Stock Exchange) with the prior written consent of the Joint Sponsors and the Overall Coordinators, and the Company shall provide reasonable prior notice and the details of such change to the Joint Sponsors and the Overall Coordinators; and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any Sanctions Laws and Regulations;

(o) procuring that, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide;

(p) prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) for their review;

(q) obtaining and maintaining all Approvals (if any) required in the PRC by the Company to acquire its required foreign currency; and

(r) complying with the Stock Exchange's rules, guidance or other regulatory requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Hong Kong Prospectus and announce by way of press announcement any such information required by the Stock Exchange to be published and disseminated to the public, provided that no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the Overall Coordinators for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any law or regulation applicable to it.

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall, and each Warrantors shall procure that the Company shall, comply with all applicable Laws, including, for the avoidance of doubt, the rules and regulations issued from time to time by the Stock Exchange and any other applicable Governmental Authority.

10.2 Information

The Company and each Warrantors thereby further undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Hong Kong Underwriters that it shall provide to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters all such information as known to it or which on due and careful enquiry ought to be known to it and whether relating to the Group or the Company, any Warrantors or otherwise as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws or of the Stock Exchange, of the SFC or of the CSRC or of any other relevant Governmental Authority. The Company hereby undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide 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 Joint Sponsors and the Overall Coordinators may reasonably require.

10.3 Legal and regulatory compliance

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall, and the Warrantors shall procure that the Company shall, comply with (and has duly complied 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 or any other relevant Governmental Authority) including, without limitation:

(a) complying with the Listing Rules, Part XIVA of the SFO, the CSRC Filing Rules or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the Stock Exchange, the SFC, the CSRC or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;

(b) 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;

(c) complying with the 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;

(d) where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant Governmental Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

(e) 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 (each in the capacity of an overall coordinator) in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

(f) complying with and procuring the 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 the Directors;

(g) 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; keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the Stock Exchange, the SFC, the CSRC or any other relevant Governmental Authority, and to enable the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the Stock Exchange, the SFC, the CSRC or any such relevant Governmental Authority, in a timely manner, such information as the Stock Exchange, the SFC, the CSRC or any such relevant Governmental Authority may require;

(h) providing to or procuring for the Overall Coordinators (each in the capacity of an overall coordinator) all necessary consents to the provision of the information referred to in paragraphs (a) to (k) of this Clause to them;

(i) 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;

(j) complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators (each in the capacity of overall coordinator) (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 the Overall Coordinators(each in the capacity of overall coordinator); and

(k) the Company shall inform the Stock Exchange and the SFC of such change or matter if so reasonably required by any of the Joint Sponsors, the Overall Coordinators, the Underwriters (including the CMIs).

10.4 H Share Registrar and HK eIPO White Form Service Provider

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall use its best endeavours to procure that the H Share Registrar and the HK eIPO White Form Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein.

10.5 Receiving Banks and Nominee

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall use its best endeavours to procure that the Receiving Bank and the Nominee shall 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 herein.

10.6 Restrictive covenants

The Company and each of the Warrantors further undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that unless with the written consent of the Joint Sponsors and the Sponsor-OCs, otherwise, the Company will:

(a) not, and procure that no Group Company will, at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, 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 prior to or on the Listing Date;

(b) not, and to procure that no Group Company will, at anytime after the date of this Agreement up to and including the thirtieth (30th) day after the last date for lodging of applications under the Hong Kong Public Offering enter into any commitment or arrangement which could reasonably be expected to have a Material Adverse Effect on the Global Offering;

(c) at any time after the date of this Agreement up to and including the first anniversary of the last date for lodging of applications under the Hong Kong Public Offering, not, and to procure that no Group Company will, take any steps which would be materially inconsistent with any expression of policy, expectation or intention in the Hong Kong Prospectus;

(d) not amend any of the terms of the appointments of the H Share Registrar, the Nominee, the Receiving Bank and the HK eIPO White Form Service Provider;

(e) except for the Articles of Association becoming effective on the Listing Date, not, at any time after the date of this Agreement up to and including the Listing Date, 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; and

(f) not, without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), press release, material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents.

10.7 Maintain listing and other regulatory compliance

The Company hereby undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will, and each Warrantors shall procure that the Company will:

(a) maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the Main Board, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least 12 months 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 Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

(b) deliver to the Stock Exchange, as soon as practicable and before the commencement of dealings in the Shares on the Stock Exchange, the declaration to be signed a Director and a joint company secretary of the Company in the form set out in Form F under Regulatory Forms (as defined in the Listing Rules);

(c) procure that the audited accounts of the Company for three financial years ended December 31, 2024 and six months ended June 30, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;

(d) comply with the Stock Exchange's rules, guidance or other requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the profit forecast submitted to the Stock Exchange and announce by way of publishing an announcement on its own website and on the Stock Exchange's website any information required by the Stock Exchange to be published and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice and give the Joint Sponsors and the Overall Coordinators reasonable opportunity to review and comment on such announcement prior to such issuance;

(e) not take, directly or indirectly, any action which is designed to stabilise or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilisation 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 (Chapter 571 of the Laws of Hong Kong) under the SFO;

(f) at all times adopt and uphold 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 use its best endeavours to procure that the Directors uphold, comply and act in accordance with the provisions of the same;

(g) maintain the appointment of a compliance adviser, as required by the Listing Rules;

(h) comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;

(i) following the Global Offering, ensure that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the H Shares;

(j) comply with the provisions of Chapter 13 of the Listing Rules and the provisions of the Codes on Takeovers and Mergers and Share Buy-backs to the extent applicable; and

(k) pay all Taxation, duty, levy, regulatory fee or other government charge or the expense which may be payable by the Company in Hong Kong, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment, 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 the International Underwriting Agreement and will indemnify and hold harmless the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the OCs, the CMIs and the Hong Kong Underwriters against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty).

10.8 Internal control

The Company and each Warrantors hereby undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it will ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant and any recommended measures proposed by the Internal Control Consultant have been, are being or will as soon as practicable be 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 of Directors 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.

10.9 Significant changes

If, at any time up to or on the date within twelve months after the Listing Date:

(a) there is a significant change which affects or is capable of affecting any information contained in the Offering Documents; or

(b) a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued,

then the Company shall, and each Warrantors shall procure that the Company shall:

(i) as soon as practicable provide particulars thereof as reasonably requested by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters;

(ii) if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange and the SFC, as applicable of such change or matter;

(iii) if so required by the Stock Exchange, the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint

Sponsors) to the Stock Exchange and the SFC, as applicable for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange may require, or the Joint Sponsors or the Overall Coordinators may reasonably require; and

(iv) 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.

The Company and each Warrantors hereby undertake 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) unless otherwise required under applicable Laws.

For the purposes of this Clause, **significant** means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.10 Offer of H Shares

The Company and each Warrantors hereby undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them:

(a) to comply with the restrictions under Clause 12;

(b) not to, and not to permit any affiliate (within the meaning of Rule 501(b) of Regulation D under the Securities Act) of the Company to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration under the Securities Act of the Offer Shares;

(c) not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and

(d) not to, and not to permit its "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S) with respect to Offer Shares.

10.11 Sanctions laws and regulations

The Company undertakes to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) that so long as the H Shares are listed on the Main Board, the Company shall not, and will cause any of its Group Company its respective directors and officers acting on behalf of any of them, and will use its best endeavours to cause any of its Affiliates, agents and any person acting on behalf of any of them not to, (i) undertake any future business that would cause the Group, the Stock Exchange, the HKSCC, HKSCC Nominees Limited, the shareholders of the Company and the investors of the Company to violate any Sanctions Laws and Regulations U.S Export Control Laws, or (ii) enter into any transaction that, at the time of entry into such transaction, is prohibited by applicable Sanctions

Laws and Regulations and U.S. Export Control Laws, except violations or entry into prohibited transactions that would not, whether individually or in the aggregate, have a Material Adverse Effect on the Company's business operations.

10.12 General

Without prejudice to the foregoing obligations, the Company and each Warrantors hereby undertake with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall 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 Joint Sponsors and the Overall Coordinators

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:

(a) there develops, occurs, exists or comes into effect:

(i) any new law or regulation or any change or development or announcement or publication involving a prospective change or any event or circumstance likely to result in a change or a development or announcement or publication involving a prospective change in any existing law or regulation, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent Governmental Authority in or affecting Hong Kong, the PRC, Singapore, the United States, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to the Group or the Global Offering (each a "**Relevant Jurisdiction**" and collectively "**Relevant Jurisdictions**"); or

(ii) any change or development involving a prospective change or development, or any event or circumstances or series of events likely to result in or representing a change or development, in any local, national, regional or international financial, political, military, industrial, economic, exchange control, currency market, fiscal, legal, regulatory or market conditions or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets, credit markets and inter-bank markets, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a change of the Hong Kong dollars or of the RMB against any foreign currencies) or the implementation of any exchange control in or affecting any Relevant Jurisdictions or affecting an investment in the Offer Shares; or

(iii) any event or series of events, whether in continuation, or circumstances in the nature of force majeure (including, without limitation, acts of government, calamity, crisis, or, labour disputes, strikes, lock-outs, fire, explosion, earthquake, flooding, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war (whether declared or undeclared), acts of terrorism (whether or not responsibility has been claimed), acts of God, accident or interruption in transportation, destruction of power plant, outbreak, escalation, mutation or aggravation of diseases, epidemics or pandemics including, without limitation, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS), COVID-19 and such related/mutated forms, economic sanction, any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or calamity or crisis in whatever form) political change, paralysis of government operations, interruption or delay in transportation, or any industry action in, or directly or indirectly affecting any Relevant Jurisdiction; or

(iv) the imposition or declaration of (A) any moratorium, suspension, restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) or limitation on trading in shares or securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Beijing Stock Exchange, the London Stock Exchange, the Singapore Stock Exchange or the stock exchange in any other member of the European Union, or (B) any moratorium on, or disruption in, banking activities (commercial or otherwise) in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), New York (imposed at the U.S. Federal or New York State level or by any other competent authority), London, the PRC, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant competent authorities) or foreign exchange trading or securities settlement or clearing services, procedures or matter in or affecting any of the Relevant Jurisdictions; or

(v) any (A) change or prospective change in exchange controls, currency exchange rates or foreign investment regulations (including, without limitation, a change of the Hong Kong dollars or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollars is linked to that of the United States dollars or RMB is linked to any foreign currency or currencies), or (B) any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or

(vi) other than with the prior written consent of the Joint Sponsors and the Sponsor-OCs, the issue or requirement to issue by the Company of a supplemental or amendment to the Hong Kong Prospectus, Preliminary Offering Circular or Offering Circular or other documents in connection with the offer and sale of the H Shares pursuant to the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, or the CSRC Rules or upon any requirement or request of the Stock Exchange, the SFC or the CSRC; or

(vii) any change or development involving a prospective change which has the effect of materialization of any of the risks set out in the section headed “Risk Factors” in the Hong Kong Prospectus; or

(viii) any litigation, dispute, legal action, regulatory investigation or claim being threatened or instigated against any Group Company or the commencement by any Governmental Authority or other regulatory or law enforcement agency or organization in any Relevant Jurisdiction of any action or investigation againstany Director or any member of the Controlling Shareholders Group, including being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or

(ix) a Governmental Authority or a regulatory body or organisation in any Relevant Jurisdiction commencing any investigation or other action or proceedings, or announcing an intention to investigate or take other action or proceedings, against any Group Company, any Director or any Warrantors; or

(x) any contravention by any Group Company or any Director or any member of the senior management of the Company of the Companies Ordinance, the PRC Company Law, the Listing Rules or any other applicable Laws; or

(xi) the Chairman of the Board or any executive Director named in the Hong Kong Prospectus seeks to retire, or is removed from office or vacating his/her office; or

(xii) any executive Director or any member of senior management of the Company named in the Hong Kong 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

(xiii) 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

(xiv) any Material Adverse Change or prospective Material Adverse Change in the assets, business, prospects, general affairs, management, shareholder's equity, earnings, profits, losses, properties, results of operations, in the position or condition (financial or otherwise) or prospects of any Group Company (including any litigation or claim of any third party being threatened or instigated against any Group Company); or

(xv) any order or petition for, or any demand by creditors for repayment of indebtedness or a petition being presented for the winding-up or liquidation of any Group Company, or any Group Company making any composition or arrangement with its creditors or entering into a scheme of arrangement or any resolution being passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager being appointed over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or

(xvi) the imposition of comprehensive sanctions under any sanctions Laws in, 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 Jurisdictions on or relevant to the Company or any Group Company; or

(xvii) 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;

which, in any such case (whether individually or in the aggregate) and in the sole and absolute opinion of the Joint Sponsors and Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters):

(A) has or will have or is likely to have a Material Adverse Effect namely, affects, the assets, liabilities, business, general affairs, management, shareholder's equity, profit, losses, earning, results of operations, performance, position or condition (financial or otherwise), or prospects of the Company or the Group as a whole; or (B) has or will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of Offer Shares being applied for or accepted or subscribed for or purchased or the distribution of Offer Shares and/or has made or is likely to make or may make it impracticable or inadvisable or incapable for any material part of this Agreement, the Hong Kong Public Offering or the level of interest under the International Offering or the Global Offering to be performed or implemented as envisaged; or (C) makes or will make it or may make it inexpedient, impracticable or inadvisable or incapable to proceed with the Hong Kong Public Offering and/or International 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 (D) has or will or may have the effect of making a part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents or delays the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

(b) there has come to the notice of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters):

(i) that any statement contained in the Hong Kong Public Offering Documents, the Disclosure Package, CSRC Filings, Operative Documents, the Preliminary Offering Circular, the Offering Circular and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or approved by, for or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto) (the "**Offer Related Documents**") was, when it was issued or has become untrue, incomplete or incorrect in any material respects, inaccurate or misleading or deceptive or any forecasts, estimate, expressions of opinion, intention or expectation expressed or contained in any of the Offering Documents and/or any notices, announcements, advertisements, communications so issued or used are not fair and honest in any material respects and not made on reasonable grounds or, where appropriate, based on reasonable assumptions with reference to the facts and circumstances then subsisting, when taken as a whole; or

(ii) non-compliance of the Hong Kong Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering with any applicable Laws (including, without limitation, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the SFO, the Listing Rules and the CSRC Rules) in any material respects; or

(iii) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus and/or constitute a material omission from, or material misstatement in, any of the Offer Related Documents issued or used by, for or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto), not having been disclosed in the Offering Documents, constitutes an material omission therefrom; or

(iv) either (i) there has been a breach of any of the representations, warranties, undertakings or provisions of either this Agreement or the International Underwriting Agreement by any of the Company and any Warrantors or (ii) any of the representations, warranties and undertakings given by the Warrantors in this Agreement or the International Underwriting Agreement, as applicable, is or any event or circumstance rendering (or would when repeated be) untrue, incorrect, incomplete or misleading; or

(v) any event, act or omission which gives or is likely to give rise to any liability of the Warrantors pursuant to the indemnities given by the Company under this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto), as applicable; or

(vi) any breach of any of the obligations of the Company and the Warrantors under this Agreement or the International Underwriting Agreement; or

(vii) any breach of, or any event rendering any of the Warranties untrue or incorrect or misleading in any material respect; or

(viii) a significant portion of the orders in the bookbuilding process at the time of the International Underwriting Agreement is entered into, have been withdrawn, terminated or cancelled, or with respect to which the payment of the relevant orders and/or investment commitment has not been received or settled in the stipulated time and manner or otherwise; or

(ix) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or

(x) any Expert, whose consent is required for the issue of the Hong Kong Prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its consent; or

(xi) Admission is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the Admission is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

(xii) the Company has withdrawn the Offering Documents (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or

(xiii) a prohibition on the Company for whatever reason from allotting or issuing the Offer Shares pursuant to the terms of the Global Offering;

then the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon by giving notice orally or in writing to the Company, terminate this Agreement with immediate effect.

11.2 Effect on termination

Upon termination of this Agreement pursuant to Clause 11.1 or Clause 2.4:

(a) 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 7.1, 7.4, 7.5, 7.6 and 9, 13 to 20 and any rights or obligations which may have accrued under this Agreement prior to such termination;

(b) with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.4 and/or by the Overall Coordinators pursuant to Clause 4.8 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 use its best endeavours to procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

(c) notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with this Clause 11, the Company shall as soon as reasonably practicable and in any event no later than 20 Business Days pay to the Joint Sponsors and the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.1, 7.3 and 7.4 pursuant to the terms of this Agreement (including instructing the Nominee to refund in accordance to clause 7.5) and the agreements entered between the Company and the relevant parties.

12. RESTRICTION ON ISSUE OR DISPOSAL OF SHARES

12.1 Restriction on the issue of Shares

The Company hereby undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that except pursuant to the Global Offering, at any time from 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, and will procure that other Group Companies will not without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

(a) allot, issue, repurchase, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, repurchase, 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, repurchase 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 share capital or any other equity securities of the Company or any shares or other equity securities of such other Group Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represents the right to receive, or any warrants or other rights to purchase any Shares or any other share capital or other equity securities of the Company or such other Group Company, as applicable), or deposit any share capital or other equity securities of the Company or such other Group Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

(b) 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 equity securities of the Company or any shares or other equity securities of such other Group Company, as applicable, 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 Shares or any other equity securities of the Company or any shares or any other equity securities of such other Group Company, as applicable); or

(c) enter into any transaction with the same economic effect as any transaction specified in (a) and (b) above; or

(d) offer to, contract to or agree to or announce any intention to effect any transaction specified in (a), (b), and (c) above,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other equity securities, in cash or otherwise (whether or not the issue of such share capital or other equity 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 paragraph (a), (b) or (c) 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 Shares or other securities of the Company.

Each of the Warranting Shareholders undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to use its best endeavours to procure the Company to comply with the undertakings in this Clause 12.1.

12.2 Lock-up on the Controlling Shareholders Group

Each member of the Controlling Shareholders Group hereby undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

(a) he/she/it will not, and will procure that none of relevant registered holder(s) or the relevant affiliates, close associates or companies controlled by he/she/it will, at any time during period commencing on the date of this Agreement and ending on, and including, the date that is 12 months after the Listing Date (the "**12-months Period**"), (i) offer to sell, agree to sell or contract to sell, accept subscription for, pledge, charge, allot, issue, sell, lend, mortgage, assign, contract to allot, issue or sell, sell any option, warrant, or contract or right to purchase, grant or purchase any option, warrant or contract or right to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer, dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase any of its share capital or other securities of the Company or any legal and beneficial interest therein (including, without limitation, any securities convertible into or exercisable or exchangeable for or that represent the right to receive any shares or any other share capital or other rights to purchase any Shares or other equity securities of the Company) beneficially owned by each of the Controlling Shareholders Group as at the Listing Date (the "**Locked-up Securities**"); or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Locked-up Securities or (iii) enter into any transaction with the same economic effect as any transaction specified in paragraph (i) or (ii) above; or (iv) offer to or contract to or agree to do any of the foregoing or announce any intention to effect any transactions specified in (i), (ii) or (iii) above, in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the foregoing transactions will be completed within the 12 Months Period); and

(b) without limiting the above, at anytime after the date of this Agreement up to and including the date falling 12 months after the Listing Date, it will (i) if and when it or the relevant registered holder(s) pledges or charges any Locked-up Securities, immediately inform the Company in writing of such pledge or charge together with the number of Locked-up Securities so pledged or charged; and (ii) if and when it or the relevant registered holder(s) receives any indication, either verbal or written, from any pledgee or chargee that any of the pledged or charged Locked-up Securities will be disposed of, immediately inform the Company in writing of such indications.

12.3 Maintenance of public float and sufficiency of free float

The Company agrees and undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will, and each Warrantors undertake to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules or any temporary and/or permanent waiver granted and not revoked by the Stock Exchange (the "**Minimum Public Float Requirement**") and the minimum free float requirements (the "**Minimum Free Float Requirement**") specified in the Listing Rules, and any conditions as may be imposed by the Stock Exchange on the Company with respect to the Minimum Public Float Requirement, and it will not (a) effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or (b) 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 Minimum Free Float Requirement under Rule 19A.13C(1) of the Listing Rules on or before the date falling twelve (12) months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (which consents shall not be unreasonably withheld).

12.4 Full force

The undertakings in this Clause 12 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.

13. ANNOUNCEMENTS

13.1 Restrictions on announcements

No announcement or public communications concerning this Agreement, any matter contemplated herein or any ancillary matter hereto (save as in relation to any information that is in the public domain) shall be made or despatched by the Company (or by any of its Directors, officers, employees, consultants, advisers or agents) and/or the Warrantors during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by applicable Laws or required by any securities exchange or regulatory or governmental body to which by the

Company (or by any of its Directors, officers, employees, consultants, advisers or agents) and/or the Warrantors is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and offer the Joint Sponsors and the Overall Coordinators 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 issuers thereof.

13.2 Discussion with the Joint Sponsors and the Overall Coordinators

The Company undertakes to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Warrantors undertakes to procure that the Company will, conduct prior discussion with the Joint Sponsors and the Sponsor-OCs in relation to any announcement proposed to be made to the public by, for or on behalf of the Company, or any other member of the Group, within six months following the date of the Hong Kong Prospectus which may conflict with any statement in the Hong Kong Prospectus.

13.3 Full force

The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering 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. UNDERTAKINGS BY A COMMERCIAL COMPANY UNDER CHAPTER 18C OF THE LISTING RULES

14.1 Disclosure of Shareholding

The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that the Company will disclose in its interim (half-yearly) and annual reports the total number of securities in the issuer held by each person that are subject to the requirements of Rule 18C.13 or 18C.14 of the Listing Rules, based on information that is publicly available to the Company or otherwise within the knowledge of its Directors as at the latest practicable date prior to the issue of the relevant report, for so long as the relevant person remains as a shareholder of the Company.

15. CONFIDENTIALITY

15.1 Information confidential

Subject to Clause 15.2, each party hereto shall, and shall procure that their respective Affiliates, directors, officers, employees, consultants, advisers or agents will, 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 the other parties to this Agreement.

15.2 Exceptions

Any party hereto may disclose, or permit its Affiliates, its and their respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

(a) required by applicable Laws;

(b) required, requested or otherwise compelled by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement of information has the force of law;

(c) required to vest the full benefit of this Agreement in such party;

(d) disclosed to the professional advisers, auditors and internal auditors of such party on a strictly need-to-know basis under a duty of confidentiality;

(e) the information has come into the public domain through no fault of such party;

(f) reasonably required or requested by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and their respective Affiliates for the purpose of the Global Offering;

(g) required by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and their respective Affiliates to seek to establish any defence 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 own regulatory obligations; or

(h) the other parties have given prior written approval to the disclosure (and in the case of the Joint Global Coordinators, the Joint Bookrunners, Joint Lead Managers or the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld;

provided that, in the case of paragraph (c), any such information disclosed shall be disclosed only after consultation with the other parties.

15.3 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.

16. TIME OF THE ESSENCE

Save as otherwise expressly provided herein including, without limitation, the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

17. INVALIDITY

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.

18. NOTICES

18.1 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.

18.2 Time of notice

Any such notice or other communication shall be addressed as provided in Clause 18.3 and if so addressed, shall be deemed to have been duly given or made as follows:-

(a) if sent by personal delivery or by courier, upon delivery at the address of the relevant party;

(b) if sent by post, on the third Business Day after the date of posting;

(c) if sent by airmail, on the fifth Business Days after the date of posting; and

(d) if sent by email, at the earlier of (i) immediately after the time sent as recorded on the device from which the sender sent the email and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully 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.

18.3 Details of contact

The relevant address and contact information of each of the parties hereto for the purpose of this Agreement, subject to Clause 18.4, are as follows:-

If to **the Company**:

Address:	Room 1001-1002, 10th Floor, Building 1 No. 62 Courtyard, Xueyuan South Road Haidian District Beijing, PRC
Email:	dongyanchen@deepexi.com
Attention:	Dong Yanchen

If to **Mr. Zhao**:

Address:	Room 1001-1002, 10th Floor, Building 1 No. 62 Courtyard, Xueyuan South Road Haidian District Beijing, PRC
Email:	dongyanchen@deepexi.com
Attention:	Dong Yanchen

If to **Mr. Yang**:

Address:	Room 1001-1002, 10th Floor, Building 1 No. 62 Courtyard, Xueyuan South Road Haidian District Beijing, PRC
Email:	dongyanchen@deepexi.com
Attention:	Dong Yanchen

If to **Deepexi Huachuang**:

Address:	Room 1001-1002, 10th Floor, Building 1 No. 62 Courtyard, Xueyuan South Road Haidian District Beijing, PRC
Email:	dongyanchen@deepexi.com
Attention:	Dong Yanchen

If to **Deepexi Huaying**:

Address:	Room 1001-1002, 10th Floor, Building 1 No. 62 Courtyard, Xueyuan South Road Haidian District Beijing, PRC
Email:	dongyanchen@deepexi.com
Attention:	Dong Yanchen

If to **Deepexi Huichuang**:

Address:	Room 1001-1002, 10th Floor, Building 1 No. 62 Courtyard, Xueyuan South Road Haidian District Beijing, PRC
Email:	dongyanchen@deepexi.com
Attention:	Dong Yanchen

If to **CITICS**:

Address:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Email:	project_fsd@citics.com
Attention:	Project FSD Team

If to **CLSA**:

Address:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Email:	projectfsd@clsa.com
Attention:	Project FSD Team

If to **CMBC International**:

Address:	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Email:	project.FSD@cmbccap.com
Attention:	Project FSD Team

If to **CMBC Securities**:

Address:	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
Email:	ecm@cmbccap.com
Attention:	Project FSD Team

If to **GTJA Capital**:

Address:	27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong
Email:	cf.fsd@gtjas.com.hk
Attention:	Project FSD Team

If to **GTJA Securities**:

Address:	27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong
Email:	ecm.fsd@gtjas.com.hk
Attention:	Project FSD Team

If to **SPDBI Capital**:

Address:	33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong
Email:	Project_fsd@spdbi.com
Attention:	Project FSD Team

If to **BOCOMI Asia**:

Address:	9th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
Email:	project.fsd@bocomgroup.com
Attention:	Project FSD Team

If to **BOCOMI Securities**:

Address:	15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
Email:	project.fsd@bocomgroup.com
Attention:	Project FSD Team

If to any of the Hong Kong Underwriters, at the address and email address, and for the attention of the persons set opposite the respective names in **SCHEDULE 2**, respectively.

18.4 Change of contact details

A party may notify the other parties to this Agreement of a change of its relevant address or other information contact for the purposes of Clause 18.3, provided that such notification shall only be effective on:-

(a) the date specified in the notification as the date on which the change is to take place; or

(b) 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.

19. GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY

19.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it, including this Clause 19, shall be governed by and construed in accordance with the laws of Hong Kong.

19.2 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, or any non-contractual rights or 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**") in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the "**Rules**"). The Rules are deemed to be incorporated by reference into this Clause. The seat of arbitration shall be Hong Kong. This arbitration agreement shall be governed by the laws of Hong Kong.

(a) The arbitral tribunal ("**Tribunal**") shall consist of three arbitrators to be appointed in accordance with the Rules.

(b) When any dispute is under arbitration, those provisions of this Agreement not in dispute shall remain effective. The parties shall continue to fulfil their respective obligations under this Agreement accordingly.

(c) The language to be used in the arbitral proceedings shall be English.

(d) Any award of the Tribunal shall be final and binding on the parties from the day it is made. The parties undertake to comply with each and every arbitral award without delay.

19.3 Joinder of proceedings

Notwithstanding Clause 19.2, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings commenced by a non-party to this Agreement in any court of competent jurisdiction (the "**Court Proceedings**"), to join the Company and/or any Warrantors as a party to those proceedings or otherwise pursue claims against the Company and/or any Warrantors in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If the Company is joined as a party to any Court Proceedings in accordance with this Clause 19.3, no arbitration shall be commenced or continued by any party under Clause 19.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined.

19.4 Service of documents

Without prejudice to the provisions of Clause 19.5, each of the parties unconditionally and irrevocably agrees that any writ, judgment or other document required to be served on it in relation to any proceedings shall, to the fullest extent permitted by applicable Laws, be validly and effectively served on it if delivered to its address referred to in Clause 18.3 and marked for the attention of the person referred to in that Clause or to such other person or address in Hong Kong as may be notified by the party (as the case may be) to the other parties hereto pursuant to the provisions of Clause 18.3 or Clause 19.5. These documents may, however, be served in any other manner allowed by Law.

19.5 Process agent

The Company has established a principal place of business in Hong Kong at Room 1910, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The Warrantors have appointed the Company (the "**Process Agent**") as the authorised representative of the Warrantors for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) and any notices to be served on any of the Warrantors in Hong Kong. Service of process upon any of the Warrantors by service upon the Process Agent in its capacity as agent for the service of process for the Company or the Warrantors shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Company or the Warrantors. If for any reason the Process Agent shall cease to be agent for the service of process for any of the Warrantors, the Company or the Warrantors shall promptly notify the Joint Sponsors and the Overall Coordinators and within 14 days appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company or the Warrantors, and such appointment shall be effective upon the giving of notice of such appointment to the Company or the Warrantors. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws. Where pursuant to Clause 19.3, proceedings are taken against the Company or the Warrantors in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Warrantors 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 Joint Sponsors and the Overall Coordinators 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 of such appointment, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Warrantors, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Warrantors. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by Laws.

19.6 Waiver of immunity

To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, any of the Warrantors 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 other instrument) 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, from service of process, from attachment to or in aid of execution of any judgment, 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 judgement, 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 Warrantors hereby irrevocably waive and agree not to plead or claim any such immunity in relation to any such proceedings.

19.7 Representations in relation to immunity

The Warrantors represent, warrant and undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that: (a) within its authorised scope of business, it is controlled and managed independently of any Governmental Authority in the PRC and it is able to exercise independent powers of its own, and does not have as its objects or perform any function which is of the nature or type associated with any Governmental Authority in the PRC; and (b) the execution and performance of this Agreement by the Warrantors constitute acts done and performed only for private and commercial purposes.

20. MISCELLANEOUS

20.1 Professional Investors

Each of the Warrantors has read and understood the Professional Investor Treatment Notice set forth in SCHEDULE 7 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 each of the Warrantors, and "**we**" or "**us**" or "**our**" shall mean the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Overall Coordinators and the Underwriters).

20.2 Successors and Assignment

Subject to Clause 3, no party hereto shall assign or transfer all or any part of any benefit of, or interest or right in, this Agreement, or any benefit, interest, right or obligation arising under this Agreement without the consent of the other parties hereto, provided that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may at any time assign to any of their respective Affiliates, any person who has the benefit of the indemnities in Clause 9 and any of their respective successor entities the benefits of and interests and rights in or arising under this Agreement. Obligations under this Agreement shall not be assignable.

20.3 Release or compromise

Each party may release, compound 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, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to this Agreement or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its issue, publication or 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and 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).

20.4 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). The Warrantors agree and acknowledge that any consent by, or knowledge of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the

Joint Lead Managers, the CMIs and Hong Kong Underwriters or any of them, to the delivery to investors of any amendments or supplements to any of the Offering Documents subsequent to its issue, publication or distribution will not (i) constitute a waiver of any Condition or (ii) result in the loss of any right by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and Hong Kong Underwriters to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and Hong Kong Underwriters or any of them, as the case may be, under this Agreement, and (iii) have the effect of amending or updating any of the Warranties.

20.5 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.

20.6 Entire agreement

This Agreement (and in the case of the Joint Sponsors, also together with the Joint Sponsors Engagement Letters, respectively, only in their respective capacities as a Joint Sponsor; in the case of the Overall Coordinators, also together with the Overall Coordinators Engagement Letters, respectively, only in their respective capacities as an Overall Coordinators; in the case of the CMIs, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacities as a CMI) constitutes the entire agreement among the Company, the Warrantors, the Joint Sponsors, 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 (other than the Joint Sponsors Engagement Letters, the Overall Coordinators Engagement Letters and the CMI Engagement Letters) 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 at any time prior to the execution of this Agreement (the "**Pre-contractual Statements**"). Each party hereto acknowledges that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon any Pre-contractual Statement which is not expressly set out herein or the documents referred to herein. No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such Pre-contractual Statement is incorporated into this Agreement or the documents referred to herein. For the avoidance of doubt, the appointments of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and Hong Kong Underwriters of the Company are in addition to the terms and conditions of their respective engagement letters, which shall continue to be in force and binding upon the parties. If any terms in this Agreement are inconsistent with that of any of the Joint Sponsor and Sponsor-OC Engagement Letters and the CMI Engagement Letters, the terms in this Agreement shall prevail.

20.7 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 20.13, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

20.8 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 an executed counterpart signature page of this Agreement by email attachment (PDF) or telecopy shall be an effective mode of delivery.

20.9 Survival of representations, warranties and obligations of the Warrantor

The respective indemnities, covenants, undertakings, representations, warranties and other statements of the Company as set forth in this Agreement or made by or on behalf of the Company pursuant to this Agreement, shall remain in full force and effect notwithstanding completion of the Global Offering and regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Hong Kong Underwriters, any of its Affiliates or any of their respective representatives, directors, officers, agents, employees, advisers. Clauses 7.1, 7.2, 7.3, 9, 13, 15, 16, 17, 18, 19 and 20 shall survive the completion of the Global Offering.

20.10 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 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.

20.11 Authority to the Joint Sponsors and Overall Coordinators

Unless otherwise provided herein, each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Joint Sponsors and Overall Coordinators to act on behalf of all the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters in their sole discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

20.12 Taxation

All payments to be made by, for 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 law to be deducted or withheld in connection with such payments, the Company will, and the Warrantors shall procure that 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 Governmental Authority to pay any Taxes as a result of this Agreement, the Company will, and the Warrantors shall procure that 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 its 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

(i) making filings and submissions on such basis and such terms as such party may reasonably request, (ii) as soon as practically possible making available to such party notices received from any Governmental Authority, and (iii) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Governmental Authority in settlement of such Taxes. For the avoidance of doubt, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and Hong Kong Underwriters shall be solely and severally responsible for its own income taxes in respect of profit derived from the provision of its services to the Company in connection with the Global Offering, if any.

20.13 Right of Third Parties

A person who is not a party to this Agreement has no right under the Contracts (Right 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 (Right of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 20.13:

(a) Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 20.1 may enforce and rely on this Agreement as if it were a party.

(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 paragraph 20.13(a).

20.14 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.

20.15 Further Assurance

The Warrantors shall from time to time, on being reasonably required to do so by the Joint Sponsors and the Overall Coordinators 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 Joint Sponsors and the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to 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.

20.16 Full force

The provisions in this Clause 20 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.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.

[The Signature pages appear after the Schedules]

SCHEDULE 1

The Warranting Shareholders

Name	Residential Address/registered office
Mr. Zhao Jiehui (趙杰輝)	Room 404, Building 34, Block 3 Liuxing Garden, Dongxiaokou Town Changping District Beijing, PRC
Mr. Yang Lei (楊磊)	No. 16, Unit 1, No. 66 Panjiang South Road Xiaohe District Guiyang, PRC
Tianjin Deepexi Huachuang Enterprise Management Consulting Partnership (Limited Partnership) 天津滴普华创企业管理咨询合伙企业（有限合伙）	Room 3727, No.1 Gaowangluxi Gaocun County, Wuqing District Tianjin, PRC
Guangzhou Deepexi Huaying Enterprise Management Consulting Partnership (Limited Partnership) 广州滴普华赢企业管理咨询合伙企业（有限合伙）	Room 502-D81, No.8 Bazhoudadaodong Haizhu District Guangzhou, PRC
Zhuhai Deepexi Huichuang Enterprise Management Consulting Company Limited 珠海滴普慧创企业管理咨询有限公司	Room 105-74618, No.6 Baohua Road Hengxin New District Zhuhai, PRC

SCHEDULE 2

PART A
JOINT GLOBAL COORDINATORS

The Joint Global Coordinators	Address
CLSA LIMITED	18/F, One Pacific Place, 88 Queensway, Hong Kong
CMBC SECURITIES COMPANY LIMITED	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED	27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong
SPDB INTERNATIONAL CAPITAL LIMITED	33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong
BOCOM INTERNATIONAL SECURITIES LIMITED	15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
LIVERMORE HOLDINGS LIMITED	Unit 1214A, 12/F Tower II, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong

PART B
JOINT BOOKRUNNERS

The Joint Bookrunners	Address
CLSA LIMITED	18/F, One Pacific Place, 88 Queensway, Hong Kong
CMBC SECURITIES COMPANY LIMITED	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED	27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong
SPDB INTERNATIONAL CAPITAL LIMITED	33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong
BOCOM INTERNATIONAL SECURITIES LIMITED	15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
LIVERMORE HOLDINGS LIMITED	Unit 1214A, 12/F Tower II, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong

PART C
JOINT LEAD MANAGERS

The Joint Lead Managers	Address
CLSA LIMITED	18/F, One Pacific Place, 88 Queensway, Hong Kong
CMBC SECURITIES COMPANY LIMITED	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED	27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong
SPDB INTERNATIONAL CAPITAL LIMITED	33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong
BOCOM INTERNATIONAL SECURITIES LIMITED	15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
LIVERMORE HOLDINGS LIMITED	Unit 1214A, 12/F Tower II, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong
YELLOW RIVER SECURITIES LIMITED	Room 2701B, 27/F, Tower 1, Admiralty Center, 18 Harcourt Road, Admiralty, Hong Kong, Hong Kong

PART D
CAPITAL MARKET INTERMEDIARIES

The Capital Market Intermediaries	Address
CLSA LIMITED	18/F, One Pacific Place, 88 Queensway, Hong Kong
CMBC SECURITIES COMPANY LIMITED	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED	27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong
SPDB INTERNATIONAL CAPITAL LIMITED	33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong
BOCOM INTERNATIONAL SECURITIES LIMITED	15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
LIVERMORE HOLDINGS LIMITED	Unit 1214A, 12/F Tower II, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong
YELLOW RIVER SECURITIES LIMITED	Room 2701B, 27/F, Tower 1, Admiralty Center, 18 Harcourt Road, Admiralty, Hong Kong, Hong Kong

PART E
THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Address/Contact	Hong Kong Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
CLSA LIMITED	18/F, One Pacific Place, 88 Queensway, Hong Kong	See below	See below
CMBC SECURITIES COMPANY LIMITED	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong	See below	See below
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED	27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong	See below	See below
SPDB INTERNATIONAL CAPITAL LIMITED	33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong	See below	See below
BOCOM INTERNATIONAL SECURITIES LIMITED	15th Floor, Man Yee Building, 68 Des Voeux Road Central, Hong Kong	See below	See below
LIVERMORE HOLDINGS LIMITED	Unit 1214A, 12/F Tower II, Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong	See below	See below
YELLOW RIVER SECURITIES LIMITED	Room 2701B, 27/F, Tower 1, Admiralty Center, 18 Harcourt Road, Admiralty, Hong Kong, Hong Kong	See below	See below
Total		**1,331,600**	**100.00%**

The Hong Kong Underwriting Commitment (maximum number of Hong Kong Offer Shares) of each of the Hong Kong Underwriters and the proportion by way of percentage above will be agreed and set out in the International Underwriting Agreement**.**

SCHEDULE 3

THE REPRESENTATIONS AND WARRANTIES

PART A
REPRESENTATIONS AND WARRANTIES GIVEN BY THE WARRANTORS

Each of the Warrantors jointly and severally represents and warrants to and agrees with, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters as follows:

1. Accuracy and adequacy of information

1.1 (A) none of the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular contained any untrue statement of a material fact or omitted to state a fact necessary in order to make the statements therein, in the 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 and 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. and (B) no individual Supplemental Offering Material conflicts or will conflict with the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular (as used herein, "**Supplemental Offering Material**" 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 including, without limitation, any roadshow material, press releases and analysts' presentations relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents or amendments or supplements thereto) provided, however, that the representations and warranties set forth in this paragraph does not apply to statements or omissions in the Hong Kong Public Offering Documents 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 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;

1.3 all information disclosed or made available in writing or orally from time to time which is disclosed or made available by or on behalf of the Group other Warrantors, and/or, to the Company's knowledge, any of their respective directors, officers, employees to the Stock Exchange, the SFC, the CSRC, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the International Underwriters, the CMIs (which, for the avoidance of doubt, include both syndicate CMIs and non-syndicate CMIs as defined in the Code of Conduct), for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, for the purpose of replying to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other applicable Governmental Authority) (including, without limitation the answers and documents contained in or referred to in the Verification Notes, and, the information, answers and documents used as the basis of information contained in the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular or the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors 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 Coordinators and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular or otherwise notified to the Stock Exchange, the SFC, and/or the CSRC remains complete, true and accurate and not misleading. All forecasts and estimates, if any, contained in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and the CSRC Filings (to the extent there are any) have been made after due and proper consideration and on the bases and assumptions referred to therein and represent or will represent reasonable and fair expectations truly and honestly held based on facts known to the Company. Such forecasts or estimates do not or will not omit or neglect to include or take into account of any facts or matters which are or may be material to such forecasts or estimates or to the Global Offering;

1.4 none of the Company (including, without limitation, its agents and representatives, other than the Hong Kong Underwriters and the International Underwriters in their capacity as such) (A) has, without the consent of the Joint Global Coordinators, used, authorised, approved or referred to any Supplemental Offering Material and (B) will prepare, make, use, authorise, approve or refer to any Supplemental Offering Material, in each case, without the prior written consent of the Joint Sponsors and the Overall Coordinators;

1.5 all statements or expressions of opinion or intention and all forward-looking statements, forecasts and estimates in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, , critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and the CSRC Filings, at and as at the date of this Agreement and at all other times when the Warranties are repeated pursuant to this Agreement, (A) have been made after due, careful and proper consideration, and (B) are and will remain fairly and honestly made in good faith on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are fairly and honestly held in good faith by the Company, the Directors and other Warrantors and there are and will be no other facts or matters known or which could, upon due and careful enquiry, have been known to the Company, the Directors or other Warrantors the omission of which would or may make any such statement or expression misleading;

1.6 without prejudice to any of the other warranties:

(a) the statements contained in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Public Offering Documents, the Preliminary Offering Circular and the Offering Circular headed “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 Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry”;

(b) the statements contained in each of the Hong Kong Prospectus, the Disclosure Package, the Public Offering Documents relating to the Group’s indebtedness as at close of business on August 31, 2025 are complete, true and accurate in all material respects and not misleading, and all developments in relation to the Company’s indebtedness have been disclosed;

(c) the statements relating to working capital and dividend policy contained in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Public Offering Documents headed “Financial Information” are complete, true and accurate in all material respects and not misleading;

(d) the statements relating to the Group’s liquidity and capital resources and non-HKFRS 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 and not misleading, and there are no material capital commitments of the Company subsequent to August 31, 2024 which have not been disclosed in the Hong Kong Public Offering , the Preliminary Offering Circular and the Offering Circular;

(e) the interests of the Warrantors and their respective directors (if applicable) in the share capital of the Company and in contracts with the Company and any other member of the Group and any bankruptcy or insolvency of a Director or any connected person (as defined in the Listing Rules), as applicable are fully and accurately disclosed as required by the applicable Law in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the Offering Circular;

(f) the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate and not misleading and without any omission and represent the true and honest belief of the Warrantors and the irrespective directors (if applicable) 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 Shares which have not been disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the Offering Circular;

(g) the statements contained in each of the Hong Kong Public Offering Documents the Preliminary Offering Circular and the Offering Circular (A) under the sections headed “Share Capital” and “Appendix III – Summary of Principal Legal and Regulatory Provisions,” insofar as they purport to describe the terms of the Offer Shares, (B) under the section headed “Regulatory Overview,” insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Group, (C) under the section headed “Appendix VI – Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein, and (D) under the section headed “Appendix V – Summary of the Articles of Association,” insofar as they purport to describe the material provisions of the Articles of Association, area fair summary of the relevant terms, Laws, regulations and documents in all material respects; and

1.7 each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular contains or includes (A) all material information and particulars required of a prospectus and/or listing documents to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules and all other Laws 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 Governmental Authority); and (B) all such material information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, operations, assets and liabilities financial position, profits and losses, management and prospects of the Group, taken as a whole, and the rights attaching to the H Shares. To the best knowledge of the Company, there are no circumstances, event or situation exists or has arisen which are likely to materially or adversely affect the condition of the Company or each of the Company and Subsidiary, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which has not been disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

1.8 the Application Proof and the PHIP are in compliance with and has included on redaction therein and appropriate warning and disclaimer statements for publication as required in Chapter 6.4 in the Guide for New Listing Applicants published by the Stock Exchange in November 2023 (the "**Listing Guide**") (as amended from time to time) thereof published by the Stock Exchange;

1.9 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company and the Joint Sponsors, as applicable, and such authority and confirmations remain in full force and effect.

2. The Company and the Group

2.1 as at the date of this Agreement, the Company has the registered and issued share capital as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular; all of the issued share capital of the Company (A) have been duly registered and validly issued and are fully paid and non-assessable; (B) are owned by the existing shareholders of the Company in the amounts specified in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;(C) have been issued in compliance with all applicable Laws; (C) were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right; and (D) are not subject to any other Encumbrance;

2.2 the Company and each of its subsidiaries (A) has been duly incorporated and is validly existing in good standing 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 Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, except which would not, individually or in the aggregate, result in a Material Adverse Change; (B) is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except which would not, individually or in the aggregate, result in a Material Adverse Change; and (C) is capable of suing and being sued in its own name, and the articles of association and other constituent or constitutive documents and the business licence (if applicable) of the Company comply with the requirements of the Laws of the jurisdiction of its establishment, incorporation, registration or organisation, and are in full force and effect;

2.3 the Company has full right, power and authority (corporate and other) to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Agreements (as defined below) and to perform its obligations hereunder and thereunder and to issue, sell and deliver the Offer Shares as contemplated herein; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The Articles of Association of the Company comply with the requirements of the Laws of the PRC and the Listing Rules;

2.4 save as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, no person, individually or together with his, her or its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), ultimately controls or otherwise has any interest (within the meaning of Part XV of the SFO) in no less than 5% of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise;

2.5 (A) the Company has no subsidiaries, jointly-controlled companies and associated companies that is material to the Group, taken as a whole, other than those as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "Appendix I – Accountants' Report – Notes to the Historical Financial Information – 1. Corporate Information" and "History, Development and Corporate Structure – Our Major Subsidiary"; (B) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular under the section headed "Appendix I – Accountants' Report – Notes to the Historical Financial Information – 1. Corporate Information" and "History, Development and Corporate Structure – Our Major Subsidiary", the Company owns all or part (as the case may be and as disclosed) of the issued or registered share capital or other equity interests (as applicable) of or in each of the other members of the Group and each associates of the Group as described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, other than the share capital or other equity interests of or in the other members and associates of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests, fund investments or long-term debt securities of or in any corporation, firm, partnership, fund, joint venture, association and other entity; (C) for the members of the Group that is a non-PRC legal entity, all of the issued shares of each of such members have been duly authorised and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal and similar right and, to the extent owned by the Company, are owned by the Company subject to no encumbrance or adverse claims; (D) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, for the subsidiaries of the Group that is a PRC legal entity, (i) the registered capital (in the form of shares or otherwise) of each of such subsidiaries has been duly and validly established; and (ii) except as disclosed in the PRC legal opinion of the Company's PRC Legal Advisers, all of such registered capital has been validly issued and paid up with such contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable Governmental Authorities in the PRC; all of such registered capital has been issued in compliance with all applicable Laws; (iii) all necessary Approvals and Filings from the relevant Authorities in connection with each of the acquisitions, share transfers as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "History, Development and Corporate Structure" have been obtained by the Company and/or the Group; (E) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares or other equity interests of or in any Group Company are outstanding; (F) each Group Company is a legal person with limited liability and the liability of the Company in respect of equity interests held in each such Group Company is limited to its investment therein; and (G) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, none of the directors and management of the Company and other Warrantors owns, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any Group Company;

2.6 none of the Company and the Subsidiaries has conducted, is conducting or proposes to conduct any business, has acquired or proposes to acquire any property and asset or has incurred or proposes to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to any of the Group taken as a whole but which is not directly or indirectly related to the business of the Group taken, as described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;

2.7 Each member of the Group has been duly incorporated, established, registered or organized and is validly existing as a legal person with limited liability and in good standing under the Laws of the jurisdiction of its incorporation, establishment, 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, except which would not, individually or in the aggregate, result in a Material Adverse Effect; each member of the Group is capable of suing and being sued in its own name; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the Articles of Association and other constituent or constitutive documents and the business license or permit (if applicable) of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, establishment, registration or organization, and are in full force and effect.

3. Offer Shares

3.1 The Offer Shares have been duly and validly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement, as applicable, will be duly and validly allotted, registered and issued, fully paid and non-assessable, free of any Encumbrance; except for the requisite registration with the Registrar of the Companies in Hong Kong and the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, all necessary authorisations have been obtained from or made by the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be allotted and issued to the applicants under the Global Offering in the manner described in the each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular. The Offer Shares 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 Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular and, in particular, will 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; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; the Offer Shares will be freely transferable by the Company to or for the account of the Underwriters and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the applicable laws of the relevant jurisdiction or the articles of association or other constituent or constitutive documents of the Company. No holder of the Offer Shares after the completion of the Global Offering is subject to personal liability in respect of any of the Company's liabilities or obligations by reason of being such a holder;

4. This Agreement and Operative Documents

4.1 each of this Agreement, the International Underwriting Agreement, and the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement has been or will be duly authorised, executed and delivered by the Company and/or other Warrantors (where applicable) and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company and/or other Warrantors (where applicable), enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (the "**Bankruptcy Exceptions**");

5. No conflict, compliance and approvals

5.1 none of the Company, the Subsidiaries and other Warrantors 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 articles of association or other constituent or constitutive documents or its business licence (if applicable), or (B) any indenture, mortgage, deed of trust, loan, or credit agreement or other evidence of indebtedness, or any licence, 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 the case of clauses (A), (B) and (C) where such breach, violation or default would not, individually or in the aggregate, have a Material Adverse Effect.;

6. Global Offering

6.1 All necessary authorizations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be issued to the purchasers under the Global Offering and the Company has power under its Articles of Association to issue the Offer Shares pursuant to the Global Offering without any further sanction.

6.2 the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Company herein or therein , 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 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 a lien, charge or Encumbrance on any property and assets of any of the Company , the Subsidiaries and other Warrantors pursuant to (A) the articles of association or other constituent or constitutive documents; or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it is bound or any of their respective properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except in each case of clauses (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change;

6.3 except for the requisite registration of the Prospectus with the Registrar of the 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 of the Stock Exchange, all Approvals under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over the Company, the Subsidiaries or other Warrantors or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, Operative Documents, or any other document required to be executed by the Company and/or other Warrantors pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Company and/or other Warrantors of its obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Company and/or other Warrantors pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals may be revoked, suspended or modified;

6.4 Save as otherwise disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company and/or other Warrantors to issue or sell to him/her/it any H

Shares or shares of any other share capital of the Company, (B) any pre-emptive rights, resale rights, rights of first refusal or other rights against the Company to purchase Shares or shares of any other share capital of the Company, (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares, or (D) the right, contractual or otherwise, to cause the Company and/or other Warrantors to include any Shares or shares of any other share capital of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and all related arrangements, in so far as they are the responsibility of or carried out by any of the Company, the Subsidiaries and other Warrantors, have been and will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and other relevant jurisdictions;

6.5 Except as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Company, the Subsidiaries and the Warrantors (as defined below) (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto since its establishment, except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (ii) have obtained, made and hold all Approvals under, from or with (and are in compliance with all Approvals and Filings obtained, made or held under, from or with) any applicable Laws and from or with any Governmental Authority having jurisdiction over the Company, the Subsidiaries and/or the Warrantors or any of their respective properties or assets required in order to own, lease, licence and use their respective properties and assets and conduct their respective businesses and operations in the manner presently conducted and as described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular(collectively, the "**Governmental Licences**"); (B) all such Governmental Licences do not contain any burdensome restrictions or conditions not described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular; (C) all such Governmental Licences are valid and in full force and effect, and none of the Company, the Subsidiaries and the Warrantors 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 Governmental Authority is considering revoking, suspending or modifying, any such Governmental Licences, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Effect, and there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Governmental Licences, or any requirements for additional Governmental Licences which could prevent, restrict or hinder the operations of the Company and/or other Warrantors in material respects or cause the Company and/or other Warrantors to incur additional material expenditures; and (D) no Governmental Authority, in its inspection, examination or audit of the Company, and/or the Corporate Members of other Warrantors has reported findings or imposed penalties that have resulted or could reasonably be expected to have or result in any Material Adverse Effect and, with respect to any such inspection, examination or audit, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted, except for the failure to do so which would not, individually or in the aggregate, result in a Material Adverse Change;

6.6 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;

6.7 the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, will not contravene, 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 a lien, charge or Encumbrance upon any property and assets of any of the Company, the Subsidiaries and other Warrantors pursuant to (i) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group (if applicable) of any of the Company, the Subsidiaries and other Warrantors, (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 any of the Company, and other Warrantors is a party or by which any of the Company, and other Warrantors is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any of the Company, and other Warrantors or any of their respective properties or assets, described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except in each case of clauses (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change;

7. Accounts and other financial information

7.1 the Reporting Accountants, who have audited or reviewed certain audited and unaudited consolidated financial statements and unaudited consolidated financial information of the Company and the Subsidiaries, included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, are an independent public accountant with respect to the Group as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations;

7.2 (A) the I Historical Financial Information (as disclosed in the Hong Kong Prospectus) (and the notes thereto) of the Group included in the Appendix I in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular give a true and fair view of the consolidated financial position of the Group as at the dates indicated and the consolidated statements of profit or loss and other comprehensive income, the consolidated statements of changes in equity and the consolidated statements of cash flows for the periods specified, and have been prepared in conformity with HKFRS Accounting Standards (which include all Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards ("**HKASs**") and Interpretations) issued by the Hong Kong Institute of Certified Public Accountants ("**HKICPA**") and accounting principles generally accepted in Hong Kong throughout the periods involved; (B) all summary and selected financial information included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma financial information (the unaudited pro forma adjusted net tangible assets and the notes thereto) included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules; the assumptions used in the preparation of such unaudited pro forma financial information (and the notes thereto) (and all other unaudited pro forma financial statements, information and data, if any)are reasonable and are disclosed therein, 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 unaudited pro forma financial information (and the notes thereto)(and all other pro forma financial statements, information and data if any); (D) there are no financial statements (historical or pro forma) that are required (to be included in the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular that are not included as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular

7.3 the statements set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed “Financial Information — Material Accounting policy Information are true and accurate and not misleading and accurately describe (A) the accounting policies that the Company considers to be the most material to the portrayal of the Company’s financial condition and results of operations (”**Critical Accounting Policies**”), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; the Company’s directors, senior management and audit committee have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure;

7.4 each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular fairly describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of the Group and could reasonably be expected to occur, and (B) all off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; (C) the Group does not have any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Group, such as structured finance entities and special purpose entities, which would, have a material effect on the liquidity or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources;

7.5 (A) the factual contents of the consolidated financial statements for the Group for the years ended 31 December 2022, 2023, 2024 and the six months ended 30 June 2025, the unaudited pro forma financial adjusted net tangible assets, the statements regarding the sufficiency of working capital and relating to the Group’s indebtedness as of 31 August 2025 contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular , letters or certificates of the Reporting Accountants are and will remain complete, true and accurate (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 information misleading in any respect, and the opinions attributed to the directors of the Company in such reports or letters or certificates are held in good faith based upon facts within their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any material aspect of such reports, letters or information prepared by the Reporting Accountant; No material information was withheld from the Reporting Accountants, for the purposes of the preparation of their reports contained in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the 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; (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Overall Coordinators, , the Hong Kong Underwriters for the purposes of their review of the unaudited pro forma of the Company and the Subsidiaries included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures;

7.6 The statements in relation to the adequacy of the working capital of the Company and related disclosure as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular (A) has been prepared and represents reasonable and fair expectations honestly held, by the Company, and The assumptions used in the preparation of the adequacy of the working capital are all those that the Company believes are significant in forecasting the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a reasonable estimate or forecast (as the case maybe) by the Company of the events, contingencies and circumstances described therein; and (B) the statement of adequacy of the working capital represents (i) a reasonable forecast 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 Directors' view, taking into account the net proceeds to be received by the Group from the Global Offering, available banking facilities and cash flow from the Company's operations, the working capital available to the Group is and will be adequate for the Group's present requirements and for at least the 12-month period immediately following the Prospectus Date;

7.7 The statements set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "Summary – Recent Development" and "Financial Information – No Material Adverse Change" are complete, true and accurate and not misleading and accurately and fully describe all developments, trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that could reasonably be expected to materially affect the business operations or the financial and trading position of the Group, and there are no other material developments or matters associated with the business operations or the financial and trading position of the Group that occurred since 31 August 2025 which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

7.8 All historical financial information contained in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular (other than in the Accountant's Report set out in Appendix I to the Hong Kong Prospectus) has been either correctly extracted from the Accountant's Report set out in

Appendix I to the Hong Kong Prospectus or is derived from the relevant accounting records of the Company and other members of the Group which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

7.9 The non-HKFRS financial measures set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) are true and accurate and not misleading, (B) have been derived from the audited financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or is derived from the relevant accounting records of the Company and other members of the Group, (C) have been properly and accurately computed in accordance with the definitions provided therein and such definitions have been made after due, proper and careful consideration of the Directors, (D) are a fair presentation of the information purported to be shown, and (E) all limitations in relation thereto have been fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular

8. Indebtedness and material obligations

8.1 Except in the ordinary course of the Company's business and except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) none of the Company, 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 material guarantee or other contingent liabilities; (B) no material outstanding indebtedness of any of the Company, 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 any of the Company, the Subsidiaries; (C) no person to whom any material indebtedness of any of the Company, the Subsidiaries that is repayable on demand is owed has demanded, to the best knowledge of the Company, or threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the best knowledge of the Company, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company, the Subsidiaries or under any guarantee of any material liability of any of the Company, the Subsidiaries by reason of default of any of the Company, the Subsidiaries or any other person or under any such guarantee given by any of the Company, the Subsidiaries; (E) none of the Company, the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent;

8.2 Except for matters which would not result in a Material Adverse Change, (A) the amounts borrowed by each of the Company, the Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business licence (if applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company, the Subsidiaries has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to each of the borrowing facilities of any of the Company and the Subsidiaries that is material to any of the Company, the Subsidiaries, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, subject, as to enforceability, to the Bankruptcy Exceptions, 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 to the Company's knowledge, no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to any of the Company, the Subsidiaries from or by any Governmental Authority in consequence of which any of the Company, the Subsidiaries and other Warrantors is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance;

8.3 none of the Company and the Subsidiaries has sustained since the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular any loss or interference with its business from fire, explosion, drought, flood, windstorm, earthquake, epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labour dispute or any proceeding, action, order or decree of any Governmental Authority, except for any loss or interference that would not and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

8.4 since the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, none the Company and the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, agreement or transaction that is material to the Company and the Subsidiaries, taken as a whole; (B) incurred, assumed or acquired or otherwise agreed to be bound by any obligation or liability, actual or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company and the Subsidiaries, taken as a whole; (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and/or any of the Subsidiaries and tax liens, that is material to the Company and the Subsidiaries, taken as a whole; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company and the Subsidiaries, taken as a whole; or (E) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (D) above;

9. Subsequent Event

9.1 since the date of the latest audited financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, each of the Company and the Subsidiaries (A) 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 materially the same manner as previously carried on, and since such date, each of the Company and the Subsidiaries has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature and has not assumed, acquired or incurred any liability (including contingent liability) or other obligation which is material to any of the Company and the Subsidiaries; and (B) has continued to pay its creditors in the ordinary course of business, and there has not been any material adverse change in the Group's business relations with its suppliers, licensors, lenders and customers;

9.2 subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, none of the Company and the Subsidiaries has (A) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business; (B) purchased or reduced or its share capital or other equity interest of any class; (C) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interest of any class; or (D) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (C) above;

9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, there has not been any material adverse change to the Group.

9.4 (A) There has been no material adverse change in share capital, trade and notes receivables, prepayments and other receivables, financial assets at fair value through profit or loss, cash and cash equivalents, other payables and accruals, financial instruments issued to investors, borrowings, total current assets, total non-current assets, total current liabilities, or total non-current liabilities of the Group (i) as of the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date, and (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of 30 June, 2025 included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (B) there have been no material decreases in revenue and gross profit, or material increases in loss before income tax and net loss for the period of the Group during the period from the date of the latest audited consolidated income statement of the Group included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular to (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date, and (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding period ended 31 August 2025 of the Group.

10. Assets

10.1 Save as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries has valid long term land use rights, building ownership rights and real estate certificates to all real properties, land and buildings that it purports to own and valid and good and marketable title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case free and clear of all Encumbrances, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (B) each real property, land or building or personal property or asset, as applicable, held under lease by any of the Company and the Subsidiaries as described in the Hong Kong Prospectus and the Preliminary Offering Circular is in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by any of the Company and the Subsidiaries, as applicable; 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 any of the Company and the Subsidiaries has occurred and is continuing or is reasonably likely to occur under any of such leases; none of the Company and the Subsidiaries is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of any of the Company and the Subsidiaries under such lease, tenancy or licence or (b) which may materially affect the rights of any of the Company and the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; the right of any of the Company and the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (C) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by any of the Company and the Subsidiaries, which is material to the Group as a whole; (D) none of the Company and the Subsidiaries owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material to the Company as a whole, save as reflected in the audited financial statements of the Company and the Subsidiaries included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, and no other real properties, land or buildings and personal properties or assets are necessary in order for the Company and the Subsidiaries to carry on the business of the Company and the Subsidiaries in the manner described in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, except as disclosed therein and other than those properties and assets the absence of which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; and (E) neither the Company nor any of the Company and Subsidiary owns, operates, manages, lease or has any other right or interest in any other real property, land or buildings of any kind which carrying amount is or is above 15% of the consolidated total assets of the Group as set out in the consolidated balance sheet of the Group set out in the Accountant's Report set out in Appendix I to the Prospectus; (G) the use of all properties owned or leased by the Company or the Subsidiaries is in accordance with its permitted use under all applicable Laws in all material respects, with such exception as would not, individually or in the aggregate, result in a Material Adverse Effect; and (H) None of the Company and the Subsidiaries has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests, except for such liabilities which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.;

10.2 All the machinery, equipment, vehicles and computer devices used by each the Company and the Subsidiaries are in a good state of repair and are not unsafe, obsolete or in need of renewal or replacement, and can be efficiently and properly used for the purposes for which they were acquired or are retained with such exception as would not, individually or in the aggregate, result in a Material Adverse Effect.

10.3 the use of any premises occupied by any of the Company and the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, licence, concession or agreement of whatsoever nature relating to such occupation in all material respects and the Company and/or any of the Subsidiaries (as applicable) have observed and performed the terms and conditions thereof on the part of the tenant to be observed and performed in all material respects;

10.4 none of the Company and the Subsidiaries has received any unresolved written notice or order which may material adversely affect its right to use the property for the purpose for which it is presently being used.;

11. Intellectual Property

11.1 (A) the Company and the Subsidiaries own, or have obtained (or can obtain on reasonable terms), or have applied for (or will apply for) licences for, or other rights to use, all patents, patent applications, 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 "**Intellectual Property**") described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular as being owned or licensed or used by them, to the extent applicable and such rights and licences held by the Company and the Subsidiaries in any Intellectual Property comprise all the rights and licences that are necessary for the conduct of, or material to, the businesses as currently conducted by the Company and the Subsidiaries, except where the failure to own, license or have such rights would not, individually or in the aggregate, have a Material Adverse Effect; (B) each agreement pursuant to which any of the Company and the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions; the Company and the Subsidiaries have complied with the terms of each such agreement which is in full force and effect, except where such lack of, or invalidity of, license or non-compliance would not, individually or in the aggregate, have a Material Adverse 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 any of the Company and the Subsidiaries has occurred and is continuing under any such agreement, and no notice has been given by or to any party to terminate any such agreement, except where such default would not, individually or in the aggregate, have a Material Adverse Effect; (C) to the Company's best knowledge, there is no claim to the contrary or any challenge by any other person to the rights of any of the Company and the Subsidiaries with respect to the Intellectual Property, except where such claim would not, individually or in the aggregate, have a Material Adverse Effect; (D) to the Company's best knowledge, none of the Company and the Subsidiaries has infringed or is infringing the intellectual property of a third party, and none of the Company and the Subsidiaries has received notice of a claim by a third party to the contrary, except where such infringement and notice would not, individually or in the aggregate, have a Material Adverse Effect; and (E) to the best knowledge of the Company, there is no threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any Intellectual Property, and, to the best knowledge of the Company, after due and careful enquiry, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim.

11.2 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and information made available in writing by or on behalf of the Group to the Stock Exchange, the SFC, the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange, to the best knowledge of the Company, none of the Company and the Subsidiaries has received any notice, or is aware of (A) any infringement or conflict with claimed or asserted rights of others with respect to any rights mentioned above except where such notice would not, individually or in the aggregate, have a Material Adverse Effect; (B) any unauthorised use of any Intellectual Property of any third party by any of the Company and the Subsidiaries (C) any opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property; (D) any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any Group Company; ; except which would not, or could not be reasonably be expected to, individually or in the aggregate have a Material Adverse Effect.

11.3 to the best of the Company's knowledge after due and careful inquiry, the processes employed and the products and services dealt in by the Company and the Subsidiaries both now and at any time within the last three years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those belonging to or licensed to the Company and the Subsidiaries) and no claims of infringement of any such rights or interests have been made or threatened by any third party, which would and could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

11.4 all material patentable and patented inventions made by employees of the Company and the Subsidiaries and used or intended to be used in the business of the Company and the Subsidiaries were made in the normal course of the duties of the employees concerned and there are no outstanding or potential claims against the Company and the Subsidiaries under any contract or under any applicable Laws providing for employee compensation or ownership in respect of any rights or interests in Intellectual Property;

11.5 all material licences and agreements to which any of the Company and the Subsidiaries is a party (including all amendments, novations, supplements or replacements to those licences and agreements) are in full force and effect, no notice having been given on any party to terminate them; to the Company's best knowledge, the obligations of the parties thereto thereunder have been fully complied with in all material respects; and no disputes have arisen or are foreseeable in respect thereof; and where such licences are of such a nature that they could be registered with the appropriate authorities and where such registration would have the effect of strengthening the Group's rights, they have been so registered;

12. Information Technology

12.1 (A) all material information technology assets and equipment, computers, systems, networks, platforms, communications systems, websites, applications, databases, software and hardware which are currently owned, licensed or used by the Company and the Subsidiaries (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the Subsidiaries; (B) the Company and the Subsidiaries either legally and beneficially own, or has obtained valid licences for, or other rights to use, all of the Information Technology and such licenses or rights are in full force and effect and have not been revoked or terminated and there are no known grounds on which they might be revoked or terminated;

12.2 each agreement pursuant to which any of the Company and the Subsidiaries has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company or the Subsidiary, as the case may be, has complied with the terms of each such agreement which 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 any of the Company and 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;

12.3 all the records and systems (including, without limitation, the Information Technology) and all data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries, as applicable, are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries, as applicable;

12.4 in the event that the persons providing maintenance or support services for any of the Company and the Subsidiaries with respect to the Information Technology cease or are unable to do so, the Company or the Subsidiary (as the case may be) has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party to maintain or support the Information Technology;

12.5 there are no material defects relating to the Information Technology which have caused any substantial disruption or interruption in or to the business of any of the Company and the Subsidiaries;

12.6 each of the Company and the Subsidiaries has in place procedures reasonably designed to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data;

12.7 the Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all Intellectual 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 Governmental 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 unauthorised uses of or accesses to the same; and

12.8 each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which reasonably designed to enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of any of the Company and the Subsidiaries;

13. Compliance with employment and labor Laws

13.1 none of the Company and the Subsidiaries has any material outstanding payment obligations or material unsatisfied liabilities under the rules or the applicable Laws, except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;

13.2 except as disclosed in the Hong Kong Prospectus, and the Preliminary Offering Circular, none of the Company and the Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person (collectively, the “**Retirement Benefits**”).;

13.3 there are no material amounts owing or promised to any present or former directors, supervisors of any of the Company and the Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; no directors, supervisors, senior management of any of the Company and the Subsidiaries have given or been given notice terminating their contracts of employment, except where such termination would and could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; there are no proposals to terminate the employment or consultancy of any directors, supervisors, key employees or consultants of any of the Company and the Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit), except where such termination or amendment would and could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

13.4 none the Company and the Subsidiaries has any material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, supervisors by them;

13.5 no material liability has been incurred by any of the Company and the Subsidiaries for (A) breach of any contract of service, contract for services, (B) redundancy payments, (C) compensation for wrongful, constructive, unreasonable or unfair dismissal, (D) failure to comply with any order for the reinstatement or re-engagement of any director, supervisors, or (E) the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment of any present or former director, supervisors of any of the Company and the Subsidiaries, that have resulted in, or could reasonably be expected to result in any Material Adverse Effect.; and

13.6 all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of any of the Company and the Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on any of the Company and the Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which any of the Company and the Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no material claims pending or threatened or capable of arising against any of the Company and the Subsidiaries, by any employee, director, supervisors, consultant or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and the Subsidiaries has, in relation to its directors, supervisors, employees or consultants (and so far as relevant to each of its former directors, supervisors, employees or consultants), complied in all material 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;

13.7 to the Company's best's knowledge, there is (i) no material dispute with the directors and the supervisors of any of the Company and the Subsidiaries and no strike, labour dispute, slowdown or stoppage or other conflict with the directors and supervisors of any of the Company and the Subsidiaries pending or threatened against any of the Company and the Subsidiaries, (ii) no existing material union representation dispute concerning the employees of any of the Company and the Subsidiaries, and (iii) no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of any of the Company and the

Subsidiaries, which might reasonably be expected to result in Material Adverse Effect; and

13.8 there have been and are no violations of any applicable labour and employment Laws by any of the Company and the Subsidiaries, except for such violations which would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

14. Cybersecurity and data protection

14.1 each of the Company and the Subsidiaries has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (including, without limitation, 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, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from March 31, 2023) (collectively, the "**Data Protection Laws**");

14.2 none of the Company and the Subsidiaries has been notified by any competent governmental authorities as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC (中華人民共和國網絡安全法);

14.3 none of the Company and the Subsidiaries is subject to any investigation or penalty relating to cybersecurity, data privacy, confidentiality or archive administration, by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant Governmental Authority; and none of the Company and the Subsidiaries is subject to a proactive submission obligation of any cybersecurity review by the CAC for the proposed Listing;

14.4 none of the Company and the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data protection, confidentiality or archive administration Governmental 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 jurisdiction;

14.5 none of the Company and the Subsidiaries has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data and there is no outstanding governmental order against any of the Company and the Subsidiaries in respect of the rectification or erasure of data as a result of the Company and the Subsidiaries' non-compliance with the Data Protection Laws; no warrant has been issued authorising the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of any of the Company and the Subsidiaries for the purposes of, *inter alia*, searching them or seizing any documents or other material found there, resulting from the Company and the Subsidiaries' non-compliance with the Data Protection Laws; none of the Company and the Subsidiaries has received any communication, enquiry, notice, warning or sanctions from the CAC with respect to non-compliance with the Cybersecurity Law of the PRC or the Data Protection Laws (including, without limitation, the CSRC Archive Rules); the Company is not aware of any pending or, to its best knowledge, threatened investigation, inquiry or sanction relating to cybersecurity, data protection, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Governmental Authority on any of the Company, the Subsidiaries;

14.6 the Company is not aware of any pending or, to its best knowledge, threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings any of the Company, the Subsidiaries and their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and

14.7 none of the Company and the Subsidiaries has received any objection to the Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Governmental Authority;

14.8 the Company and each of the other members of the Group do not involve and have not involved any State secrets under the laws and regulations of the PRC;

15. Specialist Technologies and Specialist Technology Products

15.1 the Company meets the definition of a Specialist Technology Company (as defined under the Chapter 18C of the Listing Rules and Chapter 2.5 of the Guide), and is both eligible and suitable for listing as a Commercial Company, meeting all the relevant requirements under the Chapter 18C of the Listing Rules and Chapter 2.5 of the Guide;

15.2 all Specialist Technologies (as defined under the Listing Rules) engaged in the Specialist Technology Products (as set out in the Hong Kong Prospectus) delivered by the Company and the Subsidiaries have been adequately described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular in accordance with the requirements under an acceptable sector of a specialist technology industry (as defined in the Listing Rules and set out in the Listing Guide);

15.3 each description of design and development, and functions and features, of the Specialist Technology Products, research and development activities and capabilities, pipelines and path to profitability contained in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular is accurate and complete in all material aspects.

16. Compliance with environmental Laws

16.1 (A) the Company and the Subsidiaries and their respective properties, assets and operations are in compliance with Environmental Laws (as defined below) in all material respects, and each of the Company and the Subsidiaries holds and is in compliance with all Approvals, Governmental Licences and Filings required under Environmental Laws (as defined below); (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to any of the Company and the Subsidiaries under, or to interfere with or prevent compliance by any of the Company and the Subsidiaries with, Environmental Laws; and (C) none of the Company and the Subsidiaries (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending or threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Law**" means any national, provincial, municipal or other local or foreign law, statute, ordinance, rule, regulation, order, notice, directive, decree, judgment, injunction, permit, licence, authorisation or other binding requirement, or common law, relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof) or natural resources, including those 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 substances or wastes) that is regulated by or may give rise to liability under any Environmental Law);

17. Insurance

17.1 the Company and the Subsidiaries carry, or are entitled to the benefits of, insurance including property insurance and employer liability insurance with insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect; all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and the Subsidiaries; the Company and the Subsidiaries are in compliance with the terms of all such insurance and there are no material claims by any of the Company and the Subsidiaries under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause;

17.2 none of the Company and the Subsidiaries has been refused any its existing insurance and has any reason to believe that it will not be able to (A) renew its existing insurance coverage as and when such policies expire or (B) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; none of the Company and the Subsidiaries has been denied any material insurance coverage which it has sought or for which it has applied, except such as would not, individually or in the aggregate, result in a material Adverse Change.;

17.3 nothing material has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of any of the Company and the Subsidiaries has or may become void or voidable and the Company or the Subsidiary (as the case may be) is entitled to the full benefits of such insurances. No material claim under any insurance policies taken out by any of the Company and the Subsidiaries is outstanding;

18. Internal controls

18.1 each of the Company and the Subsidiaries has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation; (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Governmental Authorities as and when required by them and financial statements in compliance with HKFRS and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorisation; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with HKFRS; (F) the directors of the Company and the Subsidiaries are able to make a proper assessment of the financial position and prospects of the Company, and the Subsidiaries, taken as a whole, and 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 current management information and accounting control systems of the Company and the Subsidiaries 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 clauses (A) through (F) above; to the Company's best knowledge, there are no material weaknesses or significant deficiencies in the internal controls of the Company and subsidiary over accounting and financial reporting and no changes in the internal controls of the Company and the Subsidiaries over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the internal controls over accounting and financial reporting of the Company and the Subsidiaries;

18.2 each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) all material information relating to the Company, or the Subsidiaries taken as a whole, is made known in a timely manner to the Company's directors and management by others within those entities; and (B) the Company and the Directors comply in a timely manner with the requirements of the Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities Law of the PRC, the CSRC Rules and any other applicable Law, including, without limitation, the requirements of the Listing Rules and the SFO on disclosure of inside information 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 Law, inside 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 Law);

18.3 (i) none of the Group Companies has been or is subject to any fine, request for suspension of production or confiscation of any income or products from any Governmental Authority with respect to any of the non-compliance incidents except as disclosed in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "Business – Employees"; (ii) none of the non-compliance incidents have had or will have any Material Adverse Effect; (iii) none of the non-compliance incidents has any impact on the suitability of the Directors under Rules 3.08 and 3.09 of the Listing Rules or the Company's suitability for Listing under Rule 8.04 of the Listing Rules; (iv) none of the

Group Companies has identified recurrence of any of the non-compliance incidents since the implementation of the relevant enhanced internal control measures as disclosed in the section of each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "Business – Employees"; and (v) none of the non-compliance incidents involves any fraudulent misconduct, dishonesty or corrupt conduct on the part of any of the Directors and senior management of the Group that could impugn on any of their character, integrity or competence;

18.4 any issues identified and as disclosed in any report prepared by the Internal Control Consultant in connection with the Global Offering have been rectified or improved or are being 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 Group Companies and their respective directors with all applicable Laws, and no such issues have materially and adversely affected, or such ability to comply with all applicable Laws;

18.5 the statutory books, books of account and other records of whatsoever kind of each of the Company and the Subsidiaries is in its possession, up-to-date and, in all material respects, contain complete and accurate records as required by Law to be dealt with in such books and no notice or allegation that any of these books or records is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong or any other Governmental Authority in any jurisdiction have been duly and correctly delivered or made and such accounts, documents and returns do not contain any material inaccuracies or discrepancies of any kind and give and reflect a true and fair view of its financial, contractual and trading position in all material respects;

19. Compliance with bribery, money laundering and sanctions Laws

19.1 each of the Company, the Subsidiaries, other Warrantors and their respective Affiliates is and has been conducted at all times with applicable laws and regulations against corrupt practices. None of the Company, the Subsidiaries and/or any of their respective directors, supervisors, officers, employees, Affiliates, promoters, representatives and agents, and/or Other Warrantors:

(A) has directly or indirectly taken any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled (in whole or in part) entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC, Hong Kong, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; or

(B) has made or authorised any contribution, payment or gift of funds or property to any candidate for public office, a government or government-owned or controlled (in whole or in part) entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in the PRC, Hong Kong, the United States or any other applicable jurisdiction of incorporation and where the Company conducts business, in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant Governmental Authority of any locality, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the "**FCPA**") or any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company, the Subsidiaries and/or other Warrantors, and, to the best knowledge of the Company, as applicable; the Company, the Subsidiaries, other Warrantors and their respective Affiliates have conducted their businesses at all times in compliance with all applicable anti-bribery or anti-corruption laws including, without limitation, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed 17 December 1997, the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Interim Regulation of the State Administration for Industry and Commerce on Prohibition of Commercial Bribery, the FCPA, the United Kingdom Bribery Act of 2010 (the "**UK Bribery Act of 2010**") and the rules and regulations thereunder, or any other Law of similar purpose and scope (collectively, the "**Anti-Bribery Laws**") and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Bribery laws and with the representation and warranty contained herein; neither the Company, the Subsidiaries, the Warrantors has violated or is in violation of any provision of the Anti-Bribery Laws;

(C) the operations of each of the Company, the Subsidiaries and other Warrantors are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and other requirements of the anti-money laundering laws, regulations or government guidance regarding anti-money laundering, and applicable international anti-money laundering principals or procedures of the PRC, Hong Kong, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the USA PATRIOT Act of 2001, the FCPA, and the United Kingdom Bribery Act 2010, as amended, and the applicable anti-money laundering statutes of jurisdictions where the Company or the Group conduct business, the applicable rules and regulations thereunder (collectively, the "**Anti-Money Laundering Laws**"), and each of the Company, the Subsidiaries and other Warrantors has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Governmental Authority or any arbitrator involving any of the Company, the Subsidiaries and/or other Warrantors with respect to the Anti-Money Laundering Laws is pending or to the best knowledge of the Company, threatened;

(D) none of the Company, the Subsidiaries, their respective Affiliates, and their respective directors, supervisors, officers, employees, Affiliates, has been or is, or is controlled or owned by an individual or entity that has been or is, , organised or resident in a country or territory that is, a target of, or with whom dealings are restricted or prohibited by, any of the Sanctions Laws and Regulations (as defined below) or U.S. Export Control Laws (as defined below) located, organised or resident in Sanctioned Country (as defined below);

(E) there have been no transactions or business dealings between any of the Company, the Subsidiaries on the one hand, and person or entity subject to economic sanctions or a Sanctioned Country (as defined below), and that is a target of, or with whom dealings are restricted or prohibited by, any of the Sanctions Laws and Regulations (including, without limitation, the Kherson and Zaporizhzhia regions, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic (each a "**Sanctioned Country**", and for the purpose of historical transactions or connections, Sanctioned Country includes Sudan), on the other hand;

(F) the Company will use, and other Warrantors will cause the Company to use, the proceeds from the Global Offering exclusively in the manner as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "Future Plans and Use of Proceeds", unless otherwise to be changed in compliance with the applicable Listing Rules, and each of the Company and other Warrantors will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, branch, joint venture partner or any other person or entity (i) for the purpose of financing or facilitating any activities or business of, with or in any Sanctioned Country or of or with any person or entity that is at the time of the financing or facilitating any activities or business of the subject or the target of, or with whom dealings are restricted or prohibited by, any Sanctions Laws and Regulations (including any person owned or controlled by any person subject to any such sanctions), (ii) to fund or facilitate any activities or business in any Sanctioned Countries, or (iii) in any other manner that will result in a violation of any Sanctions Laws and Regulations or U.S. Export Control Laws by any person or entity (including any person or entity participating in the Global Offering, whether as Hong Kong Underwriters, International Underwriters, advisers, investors or otherwise);

(G) save for disclosed in the Hong Kong Prospectus, each of the Company, the Subsidiaries, other Warrantors 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**"), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the "**OFAC**"):

(H) save for disclosed in the Hong Kong Prospectus and International Sanctions Memo, all items of the Company, the Subsidiaries, other Warrantors are not subject to the EAR 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;

(I) each of the Company, the Subsidiaries has instituted, implemented, maintained and enforced group-wide and will maintain policies and procedures drafted by International Sanction Legal Advisor to ensure continued compliance with the Sanctions Laws and Regulations and the U.S. Export Control Laws, and these measures and internal control measures are drafted by International Sanction Legal Advisor and adopted for the purpose of protecting the Company and its subsidiaries and the Company's shareholders and investors from any material risk of violating the Sanctions Laws and Regulations and U.S Export Control Laws and these measures and internal control measures are effectively and adequately identify, mitigate and minimize the compliance risks associated with Sanctions Laws and Regulations and applicable U.S Export Control Laws for the Company to identify and mitigate any material risk relating to U.S. Export Control Laws and to ensure compliance therewith;

(J) save for disclosed in the International Sanctions Memo, the Group's business has not been conducted in such way which would or is likely to expose the Group to any material risk of being in violation of the Sanctions Laws and Regulations and the U.S. Export Control Laws;

(K) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement or the Operative Documents, the consummation of any transaction contemplated hereby or thereby, or the provision of services contemplated hereby or thereby to any of the Company and other Warrantors (as applicable) will result in a violation (including, without limitation, by the Hong Kong Underwriters and the International Underwriters) of any of the Sanctions Laws and Regulations or the U.S. Export Control Laws;

(L) save for disclosed in the Hong Kong Prospectus, none of the Company, the Subsidiaries, other Warrantors and any of their Affiliates has knowingly engaged in, is presently knowingly engaged in, and will engage in, any dealings or transactions in any Sanctioned Country or with any person or entity that at the time of the dealing or transaction was a subject or target of any Sanctions Laws and Regulations or the U.S. Export Control Laws; as used herein, "**Sanctions Laws and Regulations**" means (i) any sanctions related to or administered by the United States Government, including, without limitation, the Office of Foreign Assets Control of the United States Department of the Treasury (including, without limitation, the designation as a **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 thereunder), the United States Department of State or the United States Department of Commerce's Bureau of Industry and Security, the United Nations Security Council, the European Union and its member states, the United Kingdom (including, without limitation, His Majesty's Treasury) Australia or any other relevant sanctions Authority, or any orders or licences publicly issued under the authority of any of the foregoing, and (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the United States Trading With the Enemy Act, the United States International Emergency Economic Powers Act, the United

States United Nations Participation Act, the United States Syria Accountability and Lebanese Sovereignty Restoration Act, or the United States Iran Sanctions Act of 2006, the Comprehensive Iran Sanctions, Accountability, and Divestment Act or the United States Iran Threat Reduction and Syria Human Rights Act, all as amended, or any of the foreign assets control regulations of the United States Department of the Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions measures imposed by the United Nations Security Council, the European Union and its member states, the United Kingdom (including, without limitation, His Majesty's Treasury),; and "**U.S. Export Control Laws**" means any United States export control measures related to or administered by the U.S. Government (including, without limitation, the President of the United States, the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of State and the Office of Foreign Assets Control of the U.S, Department of the Treasury), the licensing and provisions restrictions under the Export Administration Regulations, 15 C.F.R. Parts 730-744 including, without limitation, the designation as an entity on the U.S. entity list, administered by the U.S. Department of Commerce's Bureau of Industry and Security thereunder;

(M) no action, suit, or to the Company's knowledge, proceeding, investigation or inquiry by or before any Government Authority involving the Company or each of the Company and Subsidiary with respect to the Sanctions Laws and Regulations and the U.S. Export Control Laws is pending or, to the Company's knowledge, threatened;

19.2 Neither the Company nor any of the Subsidiaries is a "covered foreign person", as that term is defined in 31 C.F.R. § 850.209. The issue and sale of the Offer Shares will not result in the establishment of a (i) "covered foreign person", or (ii) the engagement by a "person of a country of concern," as defined in 31 C.F.R. § 850.221, in a "covered activity," as defined in 31 C.F.R. § 850.208. Neither the Company nor any of its subsidiaries currently engages, or has plans to engage, directly or indirectly, in a "covered activity." 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" which engages in or has plans to engage in any "covered activity." 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.

20. Compliance with CSRC Rules

20.1 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 any of the Company, the Subsidiaries and other Warrantors or any of their respective directors, supervisors, officers, employees, Affiliates, promoters, representatives or agents to the Stock Exchange, the SFC, the CSRC and/or any other applicable Governmental Authority) have complied and will comply with all applicable Laws in all material respects;

21. Experts

21.1 each of the experts stated in the section headed "Appendix VII – Statutory and General Information – D. Other Information – 5. Consents and Qualification of Experts" in the Hong Kong Prospectus 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 of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;

21.2 To the best knowledge of the Company, (A) the factual contents of the respective reports, opinions, letters or certificates of the Experts are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading or deceptive; the Company does not disagree with any aspects of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts after due enquiry; and (B) no material information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal professional advisers for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular) 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 or deceptive;

22. Forward-looking statements and statistical or market data

22.1 each forward-looking statement contained in any of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular has been made or reaffirmed with a reasonable basis and in good faith;

22.2 the prospective information included in the estimated capital expenditures as set forth in the section of each of the PHIP, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular headed "Financial Information – Liquidity and Capital Resources" and the forecast information included in the board memorandum of profit forecast for the 6 months ending 31 December 2025 (the "**Profit Forecast Memorandum**")and working capital forecast for the 18 months ending 31 December 2026 (the "**Cash Flow Forecast Memorandum**," together with the Profit Forecast Memorandum, the "**Forecast Memoranda**") adopted by the Board and reviewed by the Reporting Accountants in connection with their letter on the Company's profit forecast and sufficiency of working capital, (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and other Warrantors after due and careful inquiry and the bases and assumptions stated in Forecast Memoranda and in accordance with the Company's accounting policies described in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular consistently applied, and (B) has been properly compiled based on the assumptions stated in the Forecast Memoranda described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the profit of the Company for the year ending 31 December 2025 and the estimating the capital expenditures of the Company in the following year of the Global Offering and the projected working capital of the Group for the 16 months ending 31 December 2026, and (ii) reflect, for each relevant period, a fair and reasonable estimate or forecast by the Company of the events, contingencies and circumstances described therein; and there are no other 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 Forecast Memoranda; and the **Forecast Memoranda** presents fair and reasonable estimates and the forecast by the Company of the profit of the Group and the estimated capital expenditures of the Company for the year ending 31 December 2025 and the projected working capital of the Group for the 16 months ending 31 December 2026;

22.3 all statistical, market-related, operational data regarding the Company's ordinary business as a Specialist Technology Company included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular that come from the Company, have been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate and not misleading or deceptive in all material respect; all statistical or market-related data included in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular that come from sources other than the Company are based on or derived from sources described therein that are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required;

23. Historical changes

23.1 The descriptions of the events, transactions and documents set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular under the sections headed "History, Development and Corporate Structure" and "Appendix VI – Statutory and General Information" (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the members of the Group (the "**Historical Changes**") as set forth in the sections headed "History , Development and Corporate Structure" of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate and not misleading.

23.2 None of the Historical Changes contravenes (A) any provision or conditions of any Laws, any Approvals or any Governmental Licence of any of the Company and the Subsidiaries, (B) any provision of the constitutive documents of any of the Company and the Subsidiaries; (C) 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, in all material respects;

23.3 Each of the Historical Changes Documents has been duly authorized, executed and delivered by the Company and is legal, valid, binding and enforceable to the Company in accordance with its terms, subject to the Bankruptcy Exceptions.

23.4 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 material breach or violation of, or constitute a material 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 member of the Group pursuant to (A) the Articles of Association or other constituent or constitutive documents or the business license of any members of the Group (if applicable), or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any members of the Group is a party or any members of the Group is bound or any of their respective properties or assets maybe bound or affected, or (C) any Laws applicable to any members of the Group or any of their respective properties or assets as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except in each case of clause (B) and (C) where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

23.5 All Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over any member of the Group or any of its 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, except to the extent that failure to so comply with such Laws or to so obtain or hold or make such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Effect; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; no member of the Group 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 Governmental Authority is considering revoking, suspending or modifying, any such Approvals and Filings, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Effect.

23.6 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 any member of the Group in connection with the Historical Changes which have not been previously provided, or made available, to the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the OCs, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and/or the legal and other professional advisers to the Hong Kong Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

23.7 There are no actions, suits, proceedings, investigations or inquiries pending or, to the Company's knowledge, threatened or contemplated, under any Laws or by or before any Governmental Authority challenging the effectiveness or validity 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, Development and Corporate Structure”, except where such actions, suits, proceedings, investigations or inquiries would not, individually or in the aggregate, result in a Material Adverse Effect.

24. Pre-IPO Investment

24.1 each of the Pre-IPO Investments (as defined in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular) is in compliance with the Chapter 4.2 in the Guide for New Listing Applicants issued by the Stock Exchange;

24.2 The descriptions of the events, transactions and documents relating to the Pre-IPO Investments as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “History, Development and Corporate Structure” are complete, true and accurate in all material respects and not misleading.

24.3 (A) All Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Pre-IPO Investments have been unconditionally obtained or made; and (B) all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed;

25. Material contracts and connected transactions

25.1 all approvals and Governmental Licenses required in connection with the events and transactions set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular under the “Appendix VI – Statutory and General Information – B FURTHER INFORMATION ABOUT OUR BUSINESSS – 1. Summary of Material Contracts” have been made or obtained in writing and no such Approvals or Governmental License has been withdrawn;

25.2 all contracts or agreements which are required to be disclosed as material contracts in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Overall Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; none of the Company and the Subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and no such termination or non-renewal has been threatened by the Company, the Subsidiaries or any other party to any such material contract;

25.3 each of the contracts listed as a material contract in the section headed “Appendix VI – Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts” in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, or, for those which were completed or expired before the date hereof, was legal, valid, binding and enforceable in accordance with its terms during its term, subject to the Bankruptcy Exceptions;

25.4 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company, the Subsidiaries and other Warrantors has any material capital commitment, or is, or has been, party to any material unusual, long-term or onerous commitments, contracts or arrangements not 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 within twelve months after the date it was entered into or undertaken or is incapable of termination by any of the Company, the Subsidiaries and other Warrantors (as relevant) on twelve months' notice or less);

25.5 none of the Company and 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 except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.;

25.6 none of the Company and subsidiaries has any reason to believe that any significant customer or supplier of any of the Company and the Subsidiaries is considering ceasing to deal with the Company or the Subsidiary (as the case may be) or reducing the extent or value of its dealings with the Company or the Subsidiary (as the case may be);

25.7 none of the Company and the Subsidiaries is a party to any agreement or arrangement or is carrying on any practice (A) which 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 any of the Company and the Subsidiaries has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made);

25.8 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;

25.9 there has been or will be no connected transactions (as defined in the Listing Rules) between the Company and a connected person (as defined in the Listing Rules) during the Track Record Period or subsisting immediately upon completion of the Global Offering Each of the Company and the Subsidiaries will be capable of carrying on its business independently of and will not place undue reliance on any parties, including in terms of management independence, operational independence and financial independence.

25.10 no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors, supervisors or officers of any of the Company and the Subsidiaries) is or will be outstanding between the Company or the Subsidiaries, on the one hand, and any substantial shareholder, promoter or supervisor or any current or former director or any officer of any of the Company and the Subsidiaries, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand;

25.11 no director of the Company or the Warrantors, either alone or in conjunction with or on behalf of any other person, is engaged in any business that is in competition with the business of any of the Company and the Subsidiaries to the extent that there could be lead to a conflict of interests, nor any business that competes or is likely to compete, directly or indirectly, with the business of any of the Company and the Subsidiaries and would require disclosure under the Listing Rules;

26. Taxation

26.1 (A) Except as would not, individually or in the aggregate, result in a Material Adverse Change, all returns, reports or filings required by applicable Laws or the Governmental Authorities to be filed by or in respect of any of the Company and the Subsidiaries for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading or deceptive in any respect and are not the subject of any dispute with any taxing or other Governmental Authority and to the best knowledge of the Company, there are no circumstances giving rise to any such dispute; (B) other than those being contested in good faith, all Taxation due or claimed to be due from any of the Company and the Subsidiaries have been duly paid; (C) there is no deficiency for Taxation in all material respects that has been asserted against the Company or the Subsidiaries; and (D) the provisions included in the audited consolidated financial statements as set forth in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular in relation to Taxation included appropriate provisions required under HKFRS 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 the Subsidiaries was then or could reasonably be expected thereafter to become or has become liable;

26.2 To the best knowledge of the Company, each of the waivers and other relief, concession and preferential treatment relating to Taxation granted to any of the Company and the Subsidiaries by any Governmental Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law;

26.3 except as described in both the Hong Kong Prospectus and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value-added tax, business tax, withholding or other Taxation are payable in Hong Kong, the PRC or any other relevant jurisdiction (as the case may be) or to any taxing or other Governmental Authority thereof or therein in connection with (A) the execution, delivery of this Agreement, the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the subsequent purchasers in the manner contemplated in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, (E) the deposit of the Offer Shares with HKSCC; (F) the sale, transfer or other disposition or delivery of any Shares, including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition; or (G) the corporate development and transactions of the Group leading to the Listing as set forth in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering

Circular under the section headed "History, Development and Corporate Structure" completed prior to the date hereof;

26.4 Neither the Company nor any of the Company and Subsidiary has been or is currently the subject of an inquiry into transfer pricing by any Governmental Authority and, to the best of the Company's knowledge after due and careful inquiry, no Governmental Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

27. Directors and Shareholders

27.1 to the knowledge of the Company, any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.

27.2 None of the Directors, or any of their respective close associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with any member of the Group which is subsisting at the Prospectus Date and which is significant in relation to the business of the Company or any member of the Group.

27.3 All the interests and short positions of each of the Directors in the Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of such Ordinance (including interest or short position which they were taken or deemed to have under such provisions of such Ordinance), or which will be required pursuant to section 352 of such Ordinance 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 Shares are listed, and in any assets which, in the two years preceding the Prospectus Date, have been acquired or disposed of by, or leased to, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully and accurately disclosed in the Prospectus.

27.4 To the best knowledge of the Company after due and careful inquiry, none of the shareholders or directors of the Company or each of the Company and Subsidiary or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the period from January 1, 2022 to the date of this Agreement, directly or indirectly interested in the Group's five largest suppliers and customers.

27.5 The Directors have been duly and validly appointed and are the only directors of the Company.

27.6 the directors of the Company 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;

28. Dividends

28.1 none of the Subsidiaries is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the share capital 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, except where such inability to pay dividends, make distributions, repay loans or advances, or transfer properties or assets would not, individually or in the aggregate, result in a Material Adverse Change;

28.2 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all dividends and other distributions which are declared and payable on the 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 Hong Kong, the PRC, or any other Relevant Jurisdictions or any taxing or other Governmental Authority thereof or therein.

29. Litigation and proceedings

29.1 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries under any applicable laws or by or before any Governmental Authority or otherwise pending or, to the best knowledge of the Company, threatened or contemplated to which any of the Company, the Subsidiaries or any of their respective directors, supervisors, officers, employees, is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business; (B) no Law that has been enacted, adopted or issued or, to the best knowledge of the Company, that has been proposed by any Governmental Authority; and (C) no judgment, decree or order of any Governmental Authority, which, in any such case described in clauses (B) above, would have, individually or in the aggregate, a Material Adverse Change or materially adversely affect the power or ability of any of the Company to perform its obligations under this Agreement, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement, or otherwise materially and adversely affect the Global Offering, or are required to be described in each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular but are not so adequately disclosed;;

29.2 neither the Company, the Subsidiaries, nor any person acting on behalf of any of them has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any of the Company, the Subsidiaries; or (B) to withdraw, revoke or cancel any Approval or Governmental Licences under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, any of the Company, the Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any of the Company, the Subsidiaries; except, in each case of (A) and (B), for matters which would not, individually or in the aggregate, result in a Material Adverse Change;

29.3 No member of the Group 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 there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties, except which would not, individual or in the aggregate, result in a Material Adverse Effect.

29.4 No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorized act or breach of any obligation imposed by or pursuant any Law or contract and no such claim remains outstanding against any such member except which would not, individual or in the aggregate, result in a Material Adverse Effect.

30. Market conduct

30.1 save for the appointment of the stabilisation manager of the Global Offering as disclosed in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular, none of the Company, the Subsidiaries, other Warrantors and their respective directors, supervisors, officers, or, to the best knowledge of the Company, employees, Affiliates, promoters, representatives or agents or controlling persons, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators has notified the Company of the completion of the distribution of the International Offer Shares, do or engage in Reps on 9.09, directly or indirectly, any act or 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 that is in contravention of any applicable Laws, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC and the CSRC or any other Governmental Authority including those in relation to bookbuilding and placing activities;

30.2 Except for the appointment of the Stabilising Manager, none of the Company, the Subsidiaries, other Warrantors and their respective directors, supervisors, officers, and, to the best knowledge of the Company, employees, Affiliates, promoters, representatives and agents or controlling persons, nor any person acting on behalf of any of them, (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 stabilisation 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 market misconduct provisions of Parts XIII and XIV of the SFO, or (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 Underwriters or any person acting for them as Stabilisation Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules (Chapter 571W of the Laws of Hong Kong) under the SFO or otherwise;

31. United States aspects

31.1 none of the Company, other Warrantors and their respective Affiliates, as such term is defined in Rule 501(b) under the Securities Act nor any person acting on behalf of any of the foregoing (A) has directly or indirectly made 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 engaged or will engage in any "directed selling efforts" within the meaning of Regulation S under the Securities Act with respect to the Offer Shares;

31.2 none of the Company, other Warrantors and their respective Affiliates nor any person acting on behalf of any of the foregoing (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Hong Kong Offer Shares or the International Offer Shares in a manner that would require the registration under the Securities Act of the Offer Shares ; the Company and other Warrantors will not, and will not permit its Affiliates or any person acting on its or their behalf, to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration under the Securities Act of the Offer Shares;

31.3 Subject to the accuracy as to factual matters of the representations and warranties, and the due performance of the covenants, of the Underwriters set forth herein, it is not necessary in connection with the offer, sale and delivery of the International Offer Shares to the International Underwriters and the subsequent purchasers thereof or the initial resale of the International Offer Shares by the Underwriters in the manner contemplated by this Agreement, the International Underwriting Agreement, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular to register the Offer Shares under the Securities Act;

31.4 the Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act;

31.5 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.

32. Immunity

32.1 under the Laws of Hong Kong, the PRC and the United States neither the Company, any of the Subsidiaries, nor other Warrantors nor any of their properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (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 judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards;

33. Choice of law dispute resolution

33.1 the choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong and the PRC and will be recognised and given effect to by the courts of Hong Kong and the PRC; each of the Company and other Warrantors can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of Hong Kong and PRC and will be recognised and given effect to by the courts of Hong Kong and the PRC; the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong do not contravene the Laws of the PRC and are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by Hong Kong and the PRC courts; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company and other Warrantors; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and other Warrantors 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 Hong Kong and the PRC and will be respected by Hong Kong and the PRC courts; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and other Warrantors under this Agreement will be recognised and enforced by Hong Kong and the PRC courts subject to the uncertainty as disclosed in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;

34. Professional Investor

34.1 each of the Company and other Warrantors has read and understood the Hong Kong Professional Investor Treatment Notice set forth in SCHEDULE 7 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 "Warrantors", and "we" or "us" or "our" shall mean the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs;

35. No other arrangements relating to sale of Offer Shares

35.1 Except pursuant to this Agreement and the International Underwriting Agreement, neither the Company nor its affiliates has incurred any liability for any finder's or broker's fee or agent's commission or other similar 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 by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

35.2 there are no contracts, agreements or understandings between any of the Company, the Subsidiaries and other Warrantors and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to International Underwriting Agreement) that would give rise to any claim against the Company, the Subsidiaries, other Warrantors or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;

35.3 other than as contemplated in the Cornerstone Investment Agreements, within the preceding six months, none of the Company, the Subsidiaries, other Warrantors, their respective Affiliates and any other person acting on behalf of the foregoing has offered or sold to any person any Shares or any securities of the same or a similar class as the H Shares;

35.4 none of the Company, the Subsidiaries and other Warrantors has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, International Underwriting Agreement and the Cornerstone Investment Agreements;

35.5 none of the Directors has revoked or withdrawn the authority and confirmation in the responsibility letter, statement of interests, power of attorney, , issued by him/her to the Stock Exchange, the Company, the Joint Sponsors and/or the Overall Coordinators, and such authority and confirmations remain in full force and effect;

35.6 all the interests or short positions of each of the directors of the Company in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the of the SFO) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the SFO and the Model Code for Securities Transactions by Directors of Listed Companies set out in Appendix C3 to the Listing Rules, in each case once the H Shares are listed on the Stock Exchange, are fully and accurately disclosed in each of the PHIP, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular.

36. Certificates from officers

36.1 In addition, any certificate signed by any officer or Director of the Company and delivered to the Joint Global Coordinators, the Hong Kong Underwriters or any counsel for the Hong Kong Underwriters in connection with the Hong Kong Offering shall be deemed to be a representation and warranty by the Warrantors, as to matters covered thereby, to each Joint Global Coordinator, Hong Kong Underwriter.

PART B

ADDITIONAL REPRESENTATIONS AND WARRANTIES GIVEN BY THE WARRANTING SHAREHOLDERS

Each of the Warranting Shareholders jointly and severally represents and warrants to, and agrees with, each of the Joint Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs as follows:

1. Capacity

1.1 each of Deepexi Huachuang, Deepexi Huaying and Deepexi Huichuang (together, the **Corporate Members of other Warrantors**, each a **Corporate Member of other Warrantors**) has been duly incorporated, and is validly existing as a legal person or partnership and in good standing under the Laws of the jurisdiction of its incorporation; each Corporate Member of other Warrantors has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement International Underwriting Agreement and any Operative Documents to which it is a party;

1.2 each of Mr. Zhao and Mr. Yang has the full right and power to execute, deliver and perform his obligations under this Agreement, the International Underwriting Agreement and any Operative Documents to which he is a party, and is capable of suing and being sued in his own name;

1.3 as at the date of this Agreement, the Warranting Shareholders are the legal and beneficial owner of the issued share capital of the Company as shown in each of, the Hong Kong Prospectus, the Disclosure Package, the Preliminary Offering Circular and the Offering Circular;

2. Execution of agreements

2.1 each of this Agreement, the International Underwriting Agreement and any Operative Documents (to the extent it is a party to) has been duly authorised, executed and delivered by and constitutes a legal, valid and binding agreement of the Warranting Shareholders, enforceable in accordance with its terms subject, as to enforceability, to the Bankruptcy Exceptions;

2.2 the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, 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 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 a lien, charge or Encumbrance on any property and assets of the Warranting Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents of Corporate Members of other Warrantors, or (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 any of the Warranting Shareholders is a party or by which any of the Warranting Shareholders is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Warranting Shareholders and their respective properties or assets, except in each case of clauses (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change;

2.3 Except for the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board of the Stock Exchange and the requisite registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong, all Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, such Warranting shareholders or any of its respective properties or assets, required for such Warranting Shareholders in connection with the sale of the Offer Shares or the execution or delivery by such Warranting Shareholders of this Agreement, or the performance by such Warranting Shareholders of its obligations under this agreement and the International Underwriting Agreement, or the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

3. Information provided

3.1 All information included in each of , Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, Offering Circular with respect to such Warranting Shareholders provided by such Warranting Shareholders did not contain or will not contain any untrue statement of a fact in relation to each of the Warranting Shareholders or did not omit or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or deceptive;

3.2 Such Warranting Shareholders (A) have fully and accurately disclosed and reported their interest in the Shares (as described in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and the CSRC Filings) under all applicable tax, securities and other Laws, and (B) have fully paid and discharged all applicable taxes, fees, charges, duties, levies or other obligations to any Governmental Authority in relation to their interest in the Shares and all transactions and activities involving such interest;

3.3 All information disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally from time to time by or on behalf of such Warranting Shareholders and Warranting Directors to the Underwriters, the Stock Exchange, the SFC, the CSRC, the Reporting Accountant for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including, without limitation, for the purposes of replying to queries raised by the Stock Exchange, the SFC, or the CSRC) was so disclosed or made available in full and in good faith, 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 and/or the SFC, as applicable, remains complete, true and accurate in mall material respects and not misleading, and there is no other material information which has not been provided the result of which would make the information so received misleading; and

3.4 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group Company and any of the Warranting Shareholders or any company (excluding the Company and the Subsidiaries) or undertaking which is owned or controlled by any of the Warranting Shareholders (whether by way of shareholding or otherwise).

4. Certificates from officers

4.1 In addition, any certificate signed by each of the Warranting Shareholders (as applicable) and delivered to the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs or any counsel for the Hong Kong Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Warranting Shareholders, as to matters covered thereby, to each Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter and CMI.

5. Non-competition interest

5.1 The Warranting Shareholders do not have any interest in a business, apart from the business of the Group, which competes or is likely to compete, directly or indirectly, with the Group’s business.

6. Concert Party Arrangement

6.1 The Concert Party Arrangement is legal, valid, binding and enforceable in accordance with its terms, does not breach any obligations of Controlling Shareholders Group and Proxy Shareholders, does not breach the Articles of Association or any other constitutional documents of the Company, and no Laws or court orders prohibit such Concert Party Arrangement in Hong Kong, the PRC, the Cayman Islands, the United States, or any other Relevant Jurisdictions.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

PART A

I. Resolutions and Constitutional Documents

1. Ten certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated April 8, 2025, in relation to the Global Offering referred to in the section of the Hong Kong Prospectus headed "Appendix VI – Statutory and General Information – A. Further Information about Our Group – 4. Resolutions of Our Shareholders".

2. Ten certified true copies of the resolutions of the Board, or a committee of the Board;

   (a) approving and authorising 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 any issue of the Offer Shares pursuant thereto;

   (c) approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;

   (d) approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong;

   (e) approving and authorizing the execution of the Receiving Bank Agreement, Registrar's Agreement, the FINI Agreement and all other documents relating to the Hong Kong Public Offering;

   (f) approving the Offer Price range;

   (g) approving the Verification Notes; and

   (h) approving the Board memorandum prepared by the Company on the Group's profit forecast for the year ending December 31, 2025.

3. Ten certified true copies of the Articles of Association.

4. Ten certified true copies of the business license of the Company.

5. Ten certified true copies of the Certificate of Registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.

II. Hong Kong Public Offering Documents

6. Ten printed copies of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney.

7. Ten certified true copies of the certificates as to the accuracy of the Hong Kong Public Offering Documents and the Formal Notice given by the relevant translator thereof together with a certified true copy of a certificate issued by Toppan Nexus Limited as to the competency of such translator.

8. Ten certified true copies of each of the letters referred to in the section headed "Appendix VI – Statutory and General Information – D. Other Information – 5. Consents and Qualification of Experts" in the Hong Kong Prospectus (except the consent letters from the Joint Sponsors) containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names, and where relevant their reports and letters in the form and context in which they are included.

9. Ten certified true copies of the written confirmation from the Stock Exchange authorising the registration of the Hong Kong Prospectus.

10. Ten certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.

11. Ten certified true copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

III. Related Documents of Directors, Material Contracts and Other Agreements

12. Ten certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive directors) of each of the Directors of the Company.

13. Ten certified true copies or signed originals of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors.

14. Ten certified true copies of each of the material contracts referred to in the section of the Hong Kong Prospectus headed "Appendix VI – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" (other than this Agreement).

15. Ten certified true copies of the compliance adviser agreement entered into between the Company and SPDB INTERNATIONAL CAPITAL LIMITED.

IV. Accounts and Financial-related Documents

16. Ten signed originals of the accountants' report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.

17. Ten signed originals of the letter from the Reporting Accountants dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets per Share, the text of which is contained in Appendix II to the Hong Kong Prospectus.

18. Ten signed originals of the letter from the Reporting Accountants dated the Hong Kong Prospectus Date and addressed to the Company confirming, *inter alia*, the indebtedness

statement contained in the Hong Kong Prospectus, in a form previously agreed by the Reporting Accountants with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

19. Ten signed originals of the letter from the Reporting Accountants dated the Hong Kong Prospectus Date and addressed to the Company regarding the working capital sufficiency, in a form previously agreed by the Reporting Accountants with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

20. Ten signed originals of the Hong Kong comfort letter from the Reporting Accountants dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

21. Ten signed originals of the profit forecast and working capital forecast memorandum adopted by the Board of the Company.

V. Industry Consultants' Report

22. Ten signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.

VI. Internal Control Report

23. Ten 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.

VII. Verification, Confirmation and Undertakings

24. Ten signed originals of the Verification Notes duly signed by or on behalf of the Company and each of the Directors.

25. Ten certified true copies or signed originals of the undertakings from the Controlling Shareholders Group, the key persons (as referred to in Rule 18C.14(1) of the Listing Rules) and the Pathfinder SIIs (as defined in the Chapter 2.5 of the Guide for New Listing Applicants issued by the Stock Exchange) to the Stock Exchange pursuant to Rules 18C.13 and 18C.14 of the Listing Rules and paragraph 7 of Chapter 4.13 of the Guide for New Listing Applicants.

26. Ten certified true copies of the undertakings from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

27. Ten Signed original certificates signed by all Executive Directors dated the Hong Kong Prospectus Date addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) confirming that (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) none of the events as set out in Clause 11.1 has occurred prior to 8:00 a.m. on the Listing Date; (c) as at the Hong Kong Prospectus Date, there has been no Material Adverse Change since the date of this Agreement; and (d) the Company has complied with all of the obligations and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before Hong Kong Prospectus Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

VIII. Legal Opinions

PRC legal opinions

28. Ten signed originals of the legal opinion from the Company's PRC Legal Advisers dated the Hong Kong Prospectus Date and addressed to the Company, Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

29. Ten signed originals of the data compliance legal opinion from the Company's PRC Legal Advisers dated the Hong Kong Prospectus Date and addressed to the Company, Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

30. Ten signed originals of the English language legal opinions from the Underwriters' PRC Legal Advisers dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

Hong Kong legal opinions

31. Ten signed originals of the Hong Kong legal opinions from Koo, Li & Partners LLP, dated the Hong Kong Prospectus Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

US legal opinions

32. Ten signed original of the Memorandum of Advice – U.S. export control and sanctions analysis in accordance with the Chapter 4.4 Guidance from Hogan Lovells, dated the Hong Kong Prospectus Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

IX. Others

33. Ten certified true copies of the Registrar's Agreement duly signed by the parties thereto.

34. Ten originals of the Receiving Bank Agreement duly signed by the parties thereto.

35. Ten certified true copies of the FINI Agreement duly signed by parties thereto.

36. Ten certified true copies of the notification of completion of filing issued by the CSRC dated September 23, 2025 in relation with the Global Offering and the listing of the H Shares on the Stock Exchange.

PART B

I. Resolutions

1. Ten certified true copies of the written resolutions of the Board or a duly appointed committee of the Board approving the determination of final offer price and basis of allotment.

II. Accounts and Financial-related Documents

2. Ten signed originals of the bring down Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

3. Ten signed originals of Regulation S comfort letter from the Reporting Accountants dated the date of the Offering Circular and addressed to the Company, Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the International Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

4. Ten signed originals of each of the bringdown Regulation S comfort letter from the Reporting Accountants dated the Listing Date and addressed to the Company, Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the International Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

III. Confirmation

1. Ten signed original certificates dated the Listing Date signed by the Company and all Warrantors addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriter) confirming that, save to the extent expressly superseded by subsequent disclosures to the Stock Exchange and the SFC (as the case may be) in writing prior to the Hong Kong Prospectus Date, all written replies to queries from the Stock Exchange and the SFC (as the case may be) in connection with the application for listing of the Shares given by the Joint Sponsors and all the parties involved in the Global Offering remain true, accurate, complete in all material respects and not misleading.

2. Ten signed originals of the certificate signed by the chairman of the Board and the general manager of the financial operation center of the Company dated the Listing Date, and in the form set forth in EXHIBIT A to the International Underwriting Agreement;

3. Ten signed originals of the certificate signed by the Warrantors dated the Listing Date, and in the form set forth in EXHIBIT B;

4. Ten signed originals of the certificate signed by the Company (to be signed by the general manager of the financial operation center of the Company or a director or other authorised representatives of the Warrantor) dated the Listing Date, and in the form set forth in EXHIBIT C to the International Underwriting Agreement.

5. Ten signed originals of the certificate signed by the joint company secretaries of the Company dated the Listing Date, with respect to certain corporate documents and other identified corporate information contained in the Disclosure Package and the Offering Circular but not comforted by the Reporting Accountant, and in the form set forth in EXHIBIT D to the International Underwriting Agreement.

IV. Legal opinions and related

PRC legal opinions

6. Ten signed originals of the English language legal opinion by the Company's PRC Legal Advisers dated the Listing Date and addressed to the Company Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, concerning PRC matters relating to the Company, the Controlling Shareholders Group and the Global Offering in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (each including a bring-down opinion of the opinion in item 28 of VIII under Part A).

7. Ten signed originals of the data compliance legal opinion by the Company's PRC Legal Advisers dated the Listing Date and addressed to the Company, Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (each including a bring-down opinion of the opinion in item 29 of VIII under Part A).

8. Ten signed originals of the English language legal opinion by the Underwriters' PRC Legal Advisers dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (each including a bring-down opinion of the opinion in item 30 of VIII under Part A).

Hong Kong legal opinions

9. Ten signed originals of the Hong Kong legal opinions from Koo, Li & Partners LLP, dated the the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (each including a bring-down opinion of the opinion in item 31 of VIII under Part A).

10. Ten signed originals of the Hong Kong legal opinions from the Company's HK & US Legal Advisers dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

11. Ten signed originals of the Hong Kong legal opinions from the Underwriters' HK Legal Advisers dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

US legal opinion

12. Ten signed original of the Memorandum of Advice – U.S. export control and sanctions analysis in accordance with the Chapter 4.4 Guidance from Hogan Lovells, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

13. Ten signed originals of the no registration opinions from the Company's HK & US Legal Advisers dated the Listing Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

V. Others

14. Ten originals of the Company's signature page to the price determination agreement, each duly signed by the parties thereto.

15. Ten certified true copies of the Admission issued by the Stock Exchange.

16. Ten certified true copies of the Form F (FFD004M) submitted by the Company on FINI.

SCHEDULE 5

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 shall be reduced to the extent that it makes (or procedures to be made on its behalf) one or more valid applications for Hong Kong Offer Shares pursuant to the provisions of Clause 4.7 (hereinafter referred to as "**Hong Kong Underwriters' Applications**"). These arrangements mean that in no circumstances shall such Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to subscribe or procure subscribers for 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 Underwriters' Applications, such applications must be made online through the HK eIPO White Form Service Provider at www.hkeipo.com.hk or through HKSCC EIPO channel complying in all respects with the terms set forth in the section headed "How to Apply for the Hong Kong Offer Shares" of the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.2. The Hong Kong Underwriter must produce evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter.

3. If all the Hong Kong Offer Shares shall not have been validly both applied and paid for in the manner referred to in this Agreement, each Hong Kong Underwriter will, subject to the provisions of this Agreement, be obliged to take up the proportion of the shortfall that (a) its net underwriting participation (that is, its underwriting participation pursuant to Clause 4 less the aggregate number of Hong Kong Offer Shares for which the Hong Kong Underwriters' Applications have been made by it or procured to be made by it to the extent that they have been accepted and up to the limit of its underwriting participation), bears to (b) the aggregate of the underwriting participation of all the Hong Kong Underwriters including itself less the aggregate number of Hong Kong Offer Shares for which Hong Kong Underwriters' Applications have been made (including by itself).

4. The obligations of the Hong Kong Underwriters determined pursuant to paragraph 3 above may be rounded, as determined by the Overall Coordinators in their sole discretion, to avoid fractions. The determination of the Overall Coordinators shall be final and conclusive.

5. No preferential consideration under the Hong Kong Public Offering shall be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6

ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company (www.deepexi.com) on October 20, 2025.

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

   (a) a trust corporation having been entrusted under one or more trusts for which it acts as a trustee with total assets of not less than HK$40 million (or equivalent) at the relevant date or as ascertained by referring to its most recent audited financial statements prepared within the last 16 months, or (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant; or (iii) 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), issued or submitted within the last 12 months;

   (b) a high net worth individual, when taking into account: (i) a portfolio on the individual's own account; (ii) a portfolio on a joint account with the individual's associate; (iii) the individual's shares of a portfolio on a joint account with one or more persons other than the individual's associate; and (iv) a portfolio of a corporation that, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual, having a portfolio of at least HK$8 million (or equivalent) in securities and/or currency deposits, as ascertained by referring to (A) a statement of account or a certificate issued by a custodian; (B) a certificate issued by an auditor or a certified public accountant; or (C) a public filing submitted by or on behalf of the individual, issued or submitted within the last 12 months;

   (c) a corporation the principal business of which is to hold investments and which is wholly owned by any one or more of the following persons (i) a trust corporation that falls within paragraph (a) above; (ii) an individual that falls within paragraph (b) above; (iii) a corporation or partnership that falls within paragraph (d) below; and (iv) a professional investor that falls within 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; and

   (d) a high net worth corporation or partnership having total assets of at least HK$40 million (or equivalent) or a portfolio of at least HK$8 million (or equivalent) at the relevant date or as ascertained by referring to its most recent audited financial statements prepared within the last 16 months, or (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant; or (iii) 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), issued or submitted within the last 12 months.

   We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

(a) **Client agreement**: We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

(b) **Risk disclosures**: We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

(c) **Information about us**: We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

(d) **Prompt confirmation**: We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

(e) **Information about clients**: We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

(f) **Nasdaq–Amex Pilot Program**: If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

(g) **Suitability**: We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

(h) **Investor characterisation/disclosure of sales related information**: We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of sales related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

4. 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.

5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.

6. By entering into this Agreement, you hereby agree and acknowledge that we (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 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.

THE COMPANY:

EXECUTED by)
ZHAO JIEHUI (趙杰輝))
for and on behalf of)
DEEPEXI TECHNOLOGY CO., LTD.)
滴普科技股份有限公司)
in the presence of:-)

WARRANTING SHAREHOLDERS

SIGNED by)
ZHAO JIEHUI (趙杰輝))
)
in the presence of:-)

SIGNED by)
YANG LEI (楊磊))
in the presence of:-)
)

EXECUTED by)
ZHAO JIEHUI (趙杰輝))
for and on behalf of)
TIANJIN DEEPEXI HUACHUANG ENTERPRISE)
MANAGEMENT CONSULTING PARTNERSHIP (LIMITED)
PARTNERSHIP))
天津滴普华创企业管理咨询合伙企业（有限合伙）)
in the presence of:-)

EXECUTED by)
ZHAO JIEHUI (趙杰輝))
for and on behalf of)
GUANGZHOU DEEPEXI HUAYING ENTERPRISE)
MANAGEMENT CONSULTING PARTNERSHIP (LIMITED)
PARTNERSHIP))
广州滴普华赢企业管理咨询合伙企业（有限合伙）)
in the presence of:-)

EXECUTED by)
ZHAO JIEHUI (趙杰輝))
for and on behalf of)
ZHUHAI DEEPEXI HUICHUANG ENTERPRISE)
MANAGEMENT CONSULTING COMPANY)
LIMITED)
珠海滴普慧创企业管理咨询有限公司)
in the presence of:-)

SIGNED by **Peter Ng**)
for and on behalf of)
CITIC SECURITIES (HONG KONG) LIMITED)
in the presence of: Yau Ma)

SIGNED by **Kenneth Ng**)
for and on behalf of)
CMBC INTERNATIONAL CAPITAL LIMITED)
in the presence of:)

Doris Li

SIGNED by **Xu Ping**)
for and on behalf of)
GUOTAI JUNAN CAPITAL LIMITED)
in the presence of:)

xu ping

Yao Mu

SIGNED by **Nick Chen**)
for and on behalf of)
SPDB INTERNATIONAL CAPITAL LIMITED)
in the presence of:)

LAU NIM KEI

SIGNED by **HUANG Yan**)
for and on behalf of)
BOCOM INTERNATIONAL (ASIA) LIMITED)
in the presence of: Yao Ma)

SIGNED by **Peter Ng**)
for and on behalf of)
CLSA LIMITED)
in the presence of: Yao Ma)

SIGNED by **Kelvin Kwok**)
for and on behalf òf)
CMBC SECURITIES COMPANY LIMITED)
in the presence of:)

Zuon Xieo

SIGNED by **Samuel Pan**)
for and on behalf of)
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED)
in the presence of: Yao Ma)

SIGNED by **Nick Chen**)
for and on behalf of)
SPDB INTERNATIONAL CAPITAL LIMITED)
in the presence of:)

LAU NIM KEI

SIGNED by **Wen Ting**)
for and on behalf of)
BOCOM INTERNATIONAL SECURITIES LIMITED)
in the presence of:)

SIGNED by Peter Ng)
for and on behalf of)
CLSA LIMITED)
as attorney for and on behalf of)
each of the other **Joint Global Coordinators**)
Joint Bookrunners, Joint Lead Managers,)
Hong Kong Underwriters and CMIs)
in the presence of: Yao Ma)

SIGNED by Kelvin Kwok
for and on behalf of
CMBC SECURITIES COMPANY LIMITED
as attorney for and on behalf of
each of the other **Joint Global Coordinators**
Joint Bookrunners, Joint Lead Managers,
Hong Kong Underwriters and CMIs
in the presence of: Zuan Xiao

SIGNED by Samuel Pan)
for and on behalf of)
GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED)
as attorney for and on behalf of)
each of the other **Joint Global Coordinators**)
Joint Bookrunners, Joint Lead Managers,)
Hong Kong Underwriters and CMIs)
in the presence of:)

Yao Ma

SIGNED by Nick Chen)
for and on behalf of)
SPDB INTERNATIONAL CAPITAL LIMITED)
as attorney for and on behalf of)
each of the other **Joint Global Coordinators**)
Joint Bookrunners, Joint Lead Managers,)
Hong Kong Underwriters and CMIs)
in the presence of:)

LAK NIM KEI

SIGNED by Wen Ting	)
for and on behalf of	)
BOCOM INTERNATIONAL SECURITIES LIMITED	)
as attorney for and on behalf of	)
each of the other **Joint Global Coordinators**	)
Joint Bookrunners, Joint Lead Managers,	)
Hong Kong Underwriters and CMIs	)
in the presence of:	)