

NOVEMBER 18, 2025

QUANTGROUP HOLDING LIMITED
(量化派控股有限公司)

THE WARRANTING SHAREHOLDERS
(named in Schedule 1)

CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 2)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of shares of
nominal value of US\$0.0001 each in
Quantgroup Holding Limited
(量化派控股有限公司)

TABLE OF CONTENTS

	Page
1	DEFINITIONS AND INTERPRETATION 2
2	CONDITIONS 13
3	APPOINTMENTS..... 17
4	HONG KONG PUBLIC OFFERING 22
5	ALLOTMENT AND PAYMENT 27
6	STABILIZATION..... 28
7	COMMISSIONS AND COSTS..... 30
8	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS 33
9	INDEMNITY 36
10	FURTHER UNDERTAKINGS..... 40
11	TERMINATION 47
12	RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES..... 52
13	ANNOUNCEMENTS..... 55
14	CONFIDENTIALITY..... 55
15	NOTICES..... 56
16	GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY 57
17	MISCELLANEOUS..... 59
	SCHEDULE 1 THE WARRANTING SHAREHOLDERS..... 64
	SCHEDULE 2 THE HONG KONG UNDERWRITERS 65
	SCHEDULE 3 THE WARRANTIES 67
	SCHEDULE 4 CONDITIONS PRECEDENT DOCUMENTS..... 109
	SCHEDULE 5 SET-OFF ARRANGEMENTS..... 115
	SCHEDULE 6 FORMAL NOTICE 116
	SCHEDULE 7 PROFESSIONAL INVESTOR TREATMENT NOTICE..... 117

THIS AGREEMENT is made on November 18, 2025

BETWEEN:

- (1) **QUANTGROUP HOLDING LIMITED (量化派控股有限公司)**, an exempted company incorporated in the Cayman Islands with limited liability on March 31, 2022, whose registered office is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
- (2) **THE WARRANTING SHAREHOLDERS** whose respective names and addresses are set out in SCHEDULE 1 (collectively the “**Warranting Shareholders**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong and a licensed corporation (CE number: AEN894) holding a license for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**CICC**”);
- (4) **CITIC SECURITIES (HONG KONG) LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong and a licensed corporation (CE number: AAK249) holding a license for Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**CITICS**”);
- (5) **CLSA LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong and a licensed corporation (CE number: AAB893) holding a license for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 7 (providing automated trading services) regulated activities under the Securities and Futures Ordinance (“**CLSA**”); and
- (6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in SCHEDULE 2 (collectively the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company is an exempted company incorporated in the Cayman Islands with limited liability on March 31, 2022, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on May 16, 2022. Immediately following the Global Offering (assuming the Over-allotment Option is not exercised), the authorized share capital will be US\$70,000 divided into 700,000,000 Shares, of which 513,347,500 Shares will be fully paid or credited as fully paid.
- (B) As of the date of this Agreement, the Warranting Shareholders were collectively interested in approximately 45.21% of the total issued share capital of the Company.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Shares to the public in Hong Kong in the Hong Kong Public Offering and, concurrently, the Company will offer and sell Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the Shares in the International Offering.
- (D) CICC and CITICS have been appointed as the Joint Sponsors in connection with the Listing. In connection with the Global Offering, (i) CICC and CLSA have been appointed as the Sponsor-OCs and the Overall Coordinators; (ii) CICC, CLSA and Fosun International Securities Limited have been appointed as the Joint Global Coordinators; (iii) CICC, CLSA, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK)

Global Limited have been appointed as the Joint Bookrunners; and (iv) CICC, CLSA, Fosun International Securities Limited and Tiger Brokers (HK) Global Limited have been appointed as the Joint Lead Managers.

- (E) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board.
- (F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of 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.
- (H) The Company has appointed Harneys Fiduciary (Cayman) Limited to act as its principal share registrar and transfer agent in the Cayman Islands and Computershare Hong Kong Investor Services Limited to act as the Share Registrar.
- (I) The Company has appointed China CITIC Bank International Limited as the Receiving Bank for the Hong Kong Public Offering and The Ka Wah Bank (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on March 28, 2025, authorizing the Company to proceed with the Global Offering and the Listing.
- (K) The Company, the Warranting Shareholders, the Joint Sponsors, the Overall Coordinators, the CMIs and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (L) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 2,002,000 additional Shares, representing not more than 15.0% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement. It is expected that Mars Legend will enter into the Stock Borrowing Agreement with the Stabilizing Manager.
- (M) At a meeting of the Board held on November 11, 2025 (the “**Long Board Resolutions**”), resolutions were passed pursuant to which, *inter alia*, the Board has approved, and any Director was authorized to sign, on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“Acceptance Date” means November 24, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

“Accepted Hong Kong Public Offering Applications” means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

“Admission” means the grant or agreement to grant by the Listing Committee of the listing of, and permission to deal in, the Shares (including any additional Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option) on the Main Board;

“Affiliates” means, in relation to any person, any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms **“controlling”**, **“controlled by”** and **“under common control with”** shall be construed accordingly;

“AFRC” means the Accounting and Financial Reporting Council of Hong Kong;

“AFRC Transaction Levy” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“Announcement Date” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be November 26, 2025;

“Application Lists” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

“Application Proofs” means the application proofs of the Prospectus posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on June 29, 2022, February 21, 2023, May 20, 2024, December 31, 2024 and September 19, 2025;

“Approvals and Filings” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong, the PRC and the Cayman Islands;

“Articles of Association” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“Associate” or **“Close Associate”** has the meaning given to it in the Listing Rules;

“Authority” means any administrative, governmental, legislative or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational, including, without limitation, the CSRC, the Stock Exchange and the SFC;

“Board” means the board of directors of the Company;

“Brokerage” means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

“Business Day” means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

“BVI” means the British Virgin Islands;

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC;

“CMI Engagement Letters” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“CMIs” means CICC, CLSA, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited;

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Companies (Winding up and Miscellaneous Provisions) Ordinance” means the Companies (Winding up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Company’s BVI Counsel” means Harney Westwood & Riegels, being the Company’s legal advisors as to Cayman Islands laws, of 3051, The Centre, 99 Queen’s Road Central, Hong Kong;

“Company’s Cayman Counsel” means Harney Westwood & Riegels, being the Company’s legal advisors as to Cayman Islands laws, of 3051, The Centre, 99 Queen’s Road Central, Hong Kong;

“Company’s HK Counsel” means Jia Yuan Law Office, being the Company’s legal advisors as to Hong Kong laws, of Suites 3502-3503, 35/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong;

“Company’s PRC Counsel” means Grandway Law Offices, being the Company’s legal advisors as to PRC laws, of 7/F, Beijing News Plaza, No. 26 Jianguomennei Dajie, Beijing, the PRC;

“Compliance Advisor” means Rainbow Capital (HK) Limited;

“Compliance Advisor Agreement” means the agreement entered into between the Company and the Compliance Advisor on May 6, 2022, appointing the Compliance Advisor to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

“Conditions” means the conditions precedent set out in Clause 2.1;

“Conditions Precedent Documents” means the documents listed in Parts A and B of SCHEDULE 4;

“Connected Person” has the meaning given to it in the Listing Rules;

“Consolidated Affiliated Entities” means the companies named in the Prospectus as companies which the Company controls through the Contractual Arrangements;

“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;

“Contractual Arrangements” means the series of contractual arrangements entered into by the Group and has the meaning as described in the Prospectus;

“CSRC” means the China Securities Regulatory Commission of the PRC;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC and the National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or modified from time to time;

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on August 8, 2023 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Rules” means the CSRC Filing Rules and the CSRC Archive Rules;

“Directors” means the directors of the Company whose names are set out in the section headed “Directors and Senior Management” in the Prospectus;

“Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Disputes” has the meaning ascribed to it in Clause 16.2;

“Encumbrance” means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

“**FINI**” means the “Fast Interface for New Issuance”, an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

“**FINI Agreement**” means the FINI agreement dated November 11, 2025 and entered into between the Company and HKSCC;

“**Formal Notice**” means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

“**Global Offering**” means the Hong Kong Public Offering and the International Offering;

“**Group**” means the Company, the Subsidiaries and the Consolidated Affiliated Entities;

“**Group Company**” means a member of the Group;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**HK\$**” or “**Hong Kong dollars**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**HKSCC**” means Hong Kong Securities Clearing Company Limited;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Hong Kong Offer Shares**” means the 1,335,000 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

“**Hong Kong Public Offering**” means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

“**Hong Kong Public Offering Applications**” means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

“**Hong Kong Public Offering Documents**” means the Prospectus, the Formal Notice and the PHIP;

“**Hong Kong Underwriters**” means the underwriters whose names and addresses are set out in SCHEDULE 2;

“**Hong Kong Underwriting Commitment**” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in SCHEDULE 2 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in SCHEDULE 2;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 7.2;

“Indemnified Parties” means (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 subsidiaries, head offices and branches, associates and Affiliates, their respective delegates referred to in Clause 3.8; (iii) their respective representatives, partners, directors, officers, shareholders, employees, agents and advisors; (iv) all representatives, partners, directors, officers, shareholders, employees and agents of their respective subsidiaries, head offices and branches, associates and Affiliates; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Parties” means the Warrantors and **“Indemnifying Party”** means any one of them;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., the independent industry consultant for the Company;

“Internal Control Consultant” means KPMG Advisory (China) Limited, the internal control consultant to the Company;

“International Offer Shares” means the 12,012,500 Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional Shares to be issued pursuant to the exercise of the Over-allotment Option;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

“International Offering Purchasing Commitment” means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Warranting Shareholders, the Joint Sponsors, the Overall Coordinators, the CMIs and the International Underwriters on or around the Price Determination Date;

“Investor Presentation Materials” means all information, materials and documents used, issued, given or presented in any of the investor presentations, roadshow presentations and/or non-deal roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

“Joint Bookrunners” means CICC, CLSA, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC, CLSA and Fosun International Securities Limited, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC, CLSA, Fosun International Securities Limited and Tiger Brokers (HK) Global Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means CICC and CITICS, being the Joint Sponsors to the application for Listing;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong, the PRC and the Cayman Islands) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance and the CSRC Rules);

“Legal Advisors” means Jia Yuan Law Office, Grandway Law Offices, Harney Westwood & Riegels, Norton Rose Fulbright Hong Kong and Commerce & Finance Law Offices;

“Listing” means the listing of the Shares on the Main Board;

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the Shares commence trading on the Main Board, which is expected to be on November 27, 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, guidance, guidelines and other requirements of the Stock Exchange (including the Guide);

“Losses” has the meaning ascribed to it in Clause 9.1;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with GEM of the Stock Exchange;

“Mars Legend” means Mars Legend Limited, a limited liability company incorporated in the BVI on March 30, 2022 and a Warranting Shareholder;

“Material Adverse Effect” means a material adverse effect, or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

“Money Settlement Failure” means a notification by HKSCC to any of the Joint Sponsors or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong

Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for the Hong Kong Offer Shares — C. Circumstances in Which You Will Not Be Allocated Hong Kong Offer Shares — 5. If there is money settlement failure for allotted Shares” in the Prospectus;

“**Nominee**” means The Ka Wah Bank (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

“**Offer Price**” means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

“**Offer Shares**” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“**Offering Circular**” means the final offering circular to be issued by the Company in connection with the International Offering;

“**Offering Documents**” means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“**Operative Documents**” means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar’s Agreement, the Stock Borrowing Agreement and the FINI Agreement, or any relevant one or more of them as the context requires;

“**Overall Coordinators**” means CICC and CLSA, being the overall coordinators to the Global Offering;

“**Over-allotment Option**” means the option to be granted by the Company to the International Underwriters and exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

“**Over-allotment Option Shares**” means up to 2,002,000 additional Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

“**Over-Subscription**” has the meaning ascribed to it in Clause 4.11;

“**PHIP**” means the post hearing information pack of the Company posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on November 14, 2025, as amended or supplemented by any amendment or supplement thereto;

“**PRC**” means the People’s Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular dated November 19, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale;

“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 in accordance with Clause 2.6;

“Proceedings” means 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 (including, without limitation, any investigation or inquiry by or before any Authority);

“Prospectus” means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about November 19, 2025;

“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 dated November 18, 2025 entered into between the Company, the Receiving Bank, the Nominee, the Joint Sponsors, the Overall Coordinators and the Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated November 17, 2025 entered into between the Company and the Share Registrar in relation to the appointment of the Share Registrar;

“Relevant Jurisdictions” has the meaning ascribed to it in Clause 11.1;

“Renminbi” and **“RMB”** mean Renminbi, the lawful currency of the PRC;

“Reporting Accountants” means KPMG, Certified Public Accountants, Public Interest Entity Auditor registered in accordance with the Accounting and Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong);

“Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“Securities and Futures Commission” or **“SFC”** means the Securities and Futures Commission of Hong Kong;

“Securities and Futures Ordinance” or **“SFO”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“SFC Transaction Levy” means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

“Share(s)” means shares in the capital of the Company with a par value of US\$0.0001 each, which are to be subscribed for and traded in Hong Kong dollars and listed on the Stock Exchange;

“Share Registrar” means Computershare Hong Kong Investor Services Limited, the Hong Kong share registrar of the Company and transfer agent for the Shares;

“Sponsor-OCs” means CICC and CLSA, being the sponsor-overall coordinators to the Global Offering;

“Sponsor and Sponsor-OC Engagement Letters” means the engagement letters in respect of the Listing and the Global Offering entered into between each of CICC, CITICS and CLSA as a Joint Sponsor, Sponsor-OC and Overall Coordinator (as applicable) on the one hand, and the Company on the other, as supplemented;

“Stabilizing Manager” has the meaning ascribed to it in Clause 6.1;

“Stock Borrowing Agreement” means the stock borrowing agreement expected to be entered into on or about the Price Determination Date between Mars Legend as lender and the Stabilizing Manager as borrower, pursuant to which Mars Legend shall, upon request, make available to the Stabilizing Manager up to 2,002,000 additional Shares for the purposes of or in connection with settlement of over-allocation under the Global Offering;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Subsidiaries” means the companies named in the Prospectus as subsidiaries of the Company;

“Supplemental Offering Materials” means any “written communication” (within the meaning of the Securities Act) prepared by, for or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

“Taxation” or “Taxes” means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC and the Cayman Islands or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the Cayman Islands and or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Time of Sale” has the same meaning as in the International Underwriting Agreement;

“Trading Fee” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

“Under-Subscription” has the meaning ascribed to it in Clause 4.6;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Underwriters’ HK Counsel” means Norton Rose Fulbright Hong Kong, being the Underwriters’ legal advisors as to Hong Kong laws, of 38/F Jardine House, 1 Connaught Place, Central, Hong Kong;

“Underwriters’ PRC Counsel” means Commerce & Finance Law Offices, being the Underwriters’ legal advisors as to PRC laws, of 12-14/F, China World Office 2, No. 1 Jianguomenwai Avenue, Beijing, the PRC;

“Underwriting Commission” has the meaning ascribed to it in Clause 7.1;

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.6;

“U.S.” and **“United States”** means the United States of America;

“US\$” means United States dollars, the lawful currency of the United States;

“Verification Notes” means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators;

“Warranties” means the representations, warranties and undertakings given by the Warrantors as set out in SCHEDULE 3;

“Warrantors” means the Company and the Warranting Shareholders;

“White Form eIPO Service” means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus; and

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited of Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong.

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a **“company”** shall include any company, corporation or other body corporate, whenever and however incorporated or established;

- 1.3.4 a “**person**” shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);
- 1.3.5 a “**subsidiary**” or a “**holding company**” are to the same as defined in section 15 and 13 of the Companies Ordinance;
- 1.3.6 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;
- 1.3.7 “**parties**” are to the parties to this Agreement;
- 1.3.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;
- 1.3.10 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
- 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
- 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.
- 2 **CONDITIONS**
- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from 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 Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by the Long Board Resolutions 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 immediately before the Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, dispatch 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 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 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 Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, dispatch 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 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 Underwriters)) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date (or such later date as may be agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement and the Stock Borrowing Agreement by the parties thereto on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting

Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

- 2.1.7 the 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 8:00 a.m. on the Listing Date;
 - 2.1.8 the Warranties being true, accurate, not misleading and not having been breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
 - 2.1.9 no material adverse change or prospective change in the earnings, results of operations, business, business prospects, financial or trading position, conditions or prospects of any member of the Group (including any litigation or claim of any third party being threatened or instigated against any member of the Group) having developed, occurred, existed or come into force;
 - 2.1.10 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its/his/her part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
 - 2.1.11 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC (as applicable) having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and
 - 2.1.12 all of the Approvals and Filings in connection with the application for Listing and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to 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 to fulfil or procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the respective latest times on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators 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 the 30th day after the Prospectus Date and any such extension and the new timetable shall be notified by the Joint Sponsors and Overall Coordinators to the other parties to this

Agreement and the relevant Authorities as soon as practicable after any such extension is made); or

- 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 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 Sponsor-OCs', 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.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by November 25, 2025, and no extension is granted by the Joint Sponsors and Overall Coordinators pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.quantgroup.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 Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws

applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI pursuant to the supplemental prospectus.

3 APPOINTMENTS

- 3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CITICS as the Joint Sponsors in relation to its application for Admission, and the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letters, which shall continue to be in full force and effect.
- 3.2 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CLSA as the sponsor-overall coordinators and of CICC and CLSA as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sponsor-OCs and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Engagement Letters, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA and Fosun International Securities Limited as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA, Fosun International Securities Limited and Tiger Brokers (HK) Global Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CLSA, Fosun International Securities Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong

Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the 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 that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.
- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):
- 3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3; and
- 3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

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

- 3.12 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the Listing; (ii) the Sponsor-OCs, in their role as such, are acting solely as sponsor-overall coordinators of the Global Offering; (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering; (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering; (v) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering; (vi) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering; (vii) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering; and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that 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 are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that 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, as applicable, act or be responsible as a fiduciary or advisor to 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 Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the Listing, either before or after the date hereof. Each of the Warrantors further acknowledges and agrees that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs is acting in the capacity of a sponsor, a sponsor-overall coordinator, an overall coordinator and a capital market intermediary, respectively, subject to the Code of Conduct, and therefore the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the CMIs only owe certain regulatory duties to the Stock Exchange, the SFC and the CSRC but not to any other party, including the Warrantors.

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 hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters leading up to such transactions (irrespective of whether any of 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 have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its/his/her understanding and agreement to that effect. The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Overall Coordinators, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or advisor of any member of the Group or the Warrantors, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the Listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as Joint Sponsors in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its/his/her own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI 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 Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflicts of interest and any claims that such Warrantor may have against the Joint Sponsors,

the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:
- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
 - 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
 - 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
 - 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
 - 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
 - 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and the Directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
 - 3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the

orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.quantgroup.com on the days specified in SCHEDULE 6 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.quantgroup.com and the official website of the Stock Exchange at www.hkexnews.hk.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **Share Registrar and White Form eIPO Service:** The Company has appointed the Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to procure that the Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall procure the Receiving Bank and the Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the 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*:

- 4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an “**Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the “**Unsubscribed Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that:

- 4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 2):

$$\left[N = T \times \frac{(C - P)}{(AC - AP)} \right]$$

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;
- C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the 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) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in SCHEDULE 5.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the

number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on November 26, 2025 (the date specified in the Prospectus for the dispatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “Over-Subscription”), then:

4.11.1 subject to any required reallocation as set out in Clause 4.11.2, and relevant requirements under Chapter 4.14 of the Guide and the applicable Listing Rules, the Overall Coordinators, 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 Purchasing Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine; and

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription occurs; or (ii) the International Offer Shares initially offered under the International Offering are not fully subscribed and the Over-Subscription occurs, the Overall Coordinators 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 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 2,002,000 Shares

(representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide and Practice Note 18 to the Listing Rules.

4.12 Reallocation from the Hong Kong Public Offering to the International Offering:

4.12.1 If an Under-Subscription shall occur, the Overall Coordinators shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 Hong Kong Underwriters' obligations cease: All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clauses 4.9 or 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.14 Implementation of the Hong Kong Public Offering: Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with 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 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 Shares on the Main Board to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on November 26, 2025 (the date specified in the Prospectus for the dispatch of share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the 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, and that they will rank *pari passu* in all respects with the International Offer Shares;
 - 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
 - 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and dispatched, 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.
- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been dispatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:
- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the 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 Overall Coordinators on behalf of such person) the amounts payable by the Company pursuant to Clause 7; and
 - 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Warrantors (other than the Company) 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 forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$9.80 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, SFC Transaction Levy and AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominee will pay refunds of applications monies, and the Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CICC (the "Stabilizing Manager") as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or

effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 Stabilizing losses and profits:

6.2.1 All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators, while all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators and/or the International Underwriters upon and subject to the terms and conditions of the International Underwriting Agreement and/or the agreement among International Underwriters.

6.2.2 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 No stabilization by the Warrantors: Each of the Warrantors undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them that it/he/she will not, and will cause its/his/her Affiliates or any of its/his/her or its/his/her Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement and the lending of Shares by Mars Legend pursuant to the Stock Borrowing Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

- 7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 4.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the Sponsor and Sponsor-OC 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 Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Frequently Asked Questions No. 077-2022 published by the Stock Exchange.
- 7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 1.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.
- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letters.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the Listing and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:

7.4.1 fees, disbursements and expenses of the Reporting Accountants;

- 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the Shares, any service provider appointed by the Company in connection with White Form eIPO Service;
- 7.4.3 fees, disbursements and expenses of all Legal Advisors and any other legal advisors to the Company or the Underwriters;
- 7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;
- 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
- 7.4.6 fees, disbursements and expenses of the Receiving Bank and the Nominee;
- 7.4.7 fees, disbursements and expenses of the financial printer (which services include, without limitation, translation services) engaged by the Company for the Global Offering;
- 7.4.8 fees and expenses of other agents, third party service providers, consultants and advisors engaged by the Company or the Underwriters relating to the Global Offering;
- 7.4.9 fees and expenses related to the application for the listing of, and permission to deal in, the Shares on the Main Board, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
- 7.4.10 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including, without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMI and the Underwriters and any such consultants and their respective representatives;
- 7.4.11 all printing, translation, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.12 all costs of preparation, dispatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.13 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 7.4.14 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;

- 7.4.15 all costs of preparation, dispatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.16 the Trading Fee, SFC Transaction Levy and AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery 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 or otherwise in connection with the Global Offering;
- 7.4.17 all costs and expenses related to the preparation and launching of the Global Offering;
- 7.4.18 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.19 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.20 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.21 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering; and
- 7.4.22 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters or any of them or on their or its behalf under this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters,

shall be borne by the Company but (to the extent engagement letter(s) has/have been entered into between the Company and relevant parties) subject to the terms of any such engagement letter(s), and the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Warranting Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter on an after-tax basis.

- 7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Warranting Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Joint Sponsors, the

Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 15 Business Days of the first written request by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, and 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 may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment.

- 7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 30 Business Days of the first written request by the Overall Coordinators.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of SCHEDULE 3, and each of the Warranting Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of SCHEDULE 3, to 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 and each of them that each of the Warranties is true, accurate and not misleading as of the date of this Agreement, and each of the Warrantors acknowledges that each of 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 is entering into this Agreement in reliance upon the Warranties.

- 8.2 **Warranties repeated:** The Warranties are given on and as of the date of this Agreement with respect to the facts and circumstances subsisting as of the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

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

8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale;

8.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) 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 4.6 and/or Clause 4.10 (as the case may be);

8.2.7 the Announcement Date;

- 8.2.8 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.9 immediately prior to commencement of dealings in the Shares on the Main Board;
- 8.2.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;
- 8.2.11 the date on which any subscription of Shares pursuant to any exercise of the Over-allotment Option is completed; and
- 8.2.12 the date on which the stabilization period expires,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as of each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the ongoing nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby jointly and severally undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his/her knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby jointly and severally undertakes to 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 not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, 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).
- 8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Joint Sponsors and the Overall Coordinators, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC

Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying 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 such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact; or (ii) result in the loss of the Joint Sponsors', the Sponsor-OCs', 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).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in SCHEDULE 3 to a 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 and careful enquiry and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used his/her/their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive in any respect. Notwithstanding that any of 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 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 Sponsor-OCs, 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.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his/her personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them

as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters (or the rights of any of 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) against any other person under the same or a similar liability.

8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of 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 agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Parties 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or dispatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally),

or otherwise involving any Indemnified Party; and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proofs, the CSRC Filings, notices, announcements, advertisements, communications, Investor Presentation Materials or other documents relating to or connected with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, 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
- 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
- 9.2.4 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, 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, the Offering Documents or the Listing Rules or in connection with the Global Offering, including, but not limiting to, their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public

Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

- 9.2.9 any act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Company, any of the Warranting Shareholders, any of the Directors or employees of the Company or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors 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
- 9.2.12 any breach or alleged breach by any Group Company or any of the Warrantors of the applicable Laws in any respect; or
- 9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any of the Warranting Shareholders, any Group Company or any of the Directors or settlement of any such Proceeding; or
- 9.2.14 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.15 any other matter arising in connection with the Global Offering,

and the non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he/she shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the

Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.

- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.
- 9.6 **Contribution:** If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Parties shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:
- 9.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or
- 9.6.2 if the allocation provided in Clause 9.6.1 above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 9.6.1 above but also the relative fault of any of the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.
- 9.7 **Arrangements with advisors:** If any Indemnifying Party enters into any agreement or arrangement with any advisor for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the advisor to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such advisor to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 9.7.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

- 9.7.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
- 9.7.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.9 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.10 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within 30 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.11 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Parties shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 9.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 9 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.
- 9.13 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that it will, and each of the Warranting Shareholders undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and shall procure the Company to:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance,

the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

- 10.1.1 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including, but not limited to, lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;
- 10.1.3 ensuring that all disclosure or information submitted to the Stock Exchange and HKSCC on FINI is true, complete and accurate in all material respects and not misleading or deceptive;
- 10.1.4 making available on display on the Stock Exchange's website at www.hkexnews.hk and the Company's website at www.quantgroup.com, the documents referred to in the section headed "Documents Delivered to the Registrar of Companies and Available on Display" in Appendix V to the Prospectus for the period stated therein;
- 10.1.5 using its best endeavors to procure that the Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein, including, without limitation, providing the Joint Sponsors and the Overall Coordinators with such information and assistance as the Joint Sponsors 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 Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee 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);
- 10.1.6 procuring that none of the Company, any member of the Group, the Warranting Shareholders and/or any of their respective directors, officers, employees, Affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 10.1.7 procuring that no Connected Person or existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock

Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, or any investor is, directly or indirectly, induced, funded, backed, financed, or has made or entered into any agreement, undertaking, indemnity or any other arrangement with any Connected Person or existing shareholder of the Company or their respective Close Associates in respect of the subscription of the Offer Shares, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

- 10.1.8 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the prior written consent of the Joint Sponsors and the Overall Coordinators during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change to the Joint Sponsors and the Overall Coordinators) and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;
- 10.1.9 procuring that the Company 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 engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide;
- 10.1.10 cooperating with and fully assisting, and procuring the members of the Group, the Warranting Shareholders, the substantial shareholders (as defined in the Listing Rules), Associates of the Company and/or any of their respective directors, officers, employees, Affiliates, agents, advisors, 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 Sponsor-OCs, 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, but not limited to, the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.11 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
- 10.1.12 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise);

- 10.1.13 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche; and
- 10.1.14 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review.
- 10.2 **Information:** provide:
- 10.2.1 to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters all such information known to the Company or the Warranting Shareholders or which on due and careful enquiry ought to be known to the Company or the Warranting Shareholders and whether relating to the Group or the Company or any of the Warranting Shareholders or otherwise as may be required by the Joint Sponsors or 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 (including, without limitation, and for the avoidance of doubt, the requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority); and
- 10.2.2 to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require.
- 10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;
- 10.3.2 enter into any commitment or arrangement which, in the sole opinion of the Joint Sponsors and the Overall Coordinators, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;
- 10.3.3 take any steps which, in the sole opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;
- 10.3.4 amend any of the terms of the appointments of the Share Registrar, the Nominee, the Receiving Bank and the White Form eIPO Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the

Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and

- 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the 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 and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and/or the Hong Kong Underwriters under this Agreement.
- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the Shares on the Main Board, and comply with the Listing Rules and all requirements of the Stock Exchange, the SFC and the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional.
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation, and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority) including, without limitation:
 - 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
 - 10.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
 - 10.5.3 complying with and procuring 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;
 - 10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
 - 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the Shares on the Stock Exchange, the declaration to be signed by a Director

and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) via FINI;

- 10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;
- 10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in Appendix C3 to the Listing Rules and procuring that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days’ notice and reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.10 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.11 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and 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;
- 10.5.12 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 CSRC, the Stock Exchange, the SFC or of any other relevant 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 CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such

information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;

- 10.5.13 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clauses 10.1 and 10.5;
 - 10.5.14 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including, but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
 - 10.5.15 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;
 - 10.5.16 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
 - 10.5.17 maintaining the appointment of a compliance advisor and obtaining advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules; and
 - 10.5.18 paying all Taxes, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the Cayman Islands or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under, this Agreement.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 10.7 **Significant changes:** if, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):
- 10.7.1 promptly provide full particulars thereof to 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;
 - 10.7.2 if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;

10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors and the Overall Coordinators) to the Stock Exchange, the SFC or the CSRC 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, the SFC, the CSRC, the Joint Sponsors and/or the Overall Coordinators may require; and

10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense; and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.8 **Offer of the Shares:**

10.8.1 it will not, and will not permit any affiliate (as defined in 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;

10.8.2 it will not 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

10.8.3 it will not, and not permit its affiliate (as defined in 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.

10.9 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 **TERMINATION**

11.1 **Termination by the 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 Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, the Cayman Islands, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or
- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or

- (g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director or a senior management member of any Group Company or announcing an intention to take any such action; or
- (h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Warranting Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any of the Warranting Shareholders or any Director or senior management members as named in the Prospectus; or
- (l) any contravention by any Group Company or any Director or any member of the senior management of the Company of the Listing Rules or applicable Laws; or
- (m) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

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

- (i) has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole;
- (ii) has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
- (iii) makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
- (iv) has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:

- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents issued or used by, for or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the Prospectus Date, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Warranting Shareholders in this Agreement or the International Underwriting Agreement; or
- (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or
- (e) any breach of any of the obligations or undertakings imposed upon the Company, any of the Warranting Shareholders under this Agreement or the International Underwriting Agreement; or
- (f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or
- (g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (j) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including any additional Shares that may be issued pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) any person has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or

- (l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (m) any person has withdrawn or sought to withdraw its consent to being named in any of the Offering Documents or to the issue of any of the Offering Documents; or
- (n) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (o) (i) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (ii) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (iii) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (p) that a material portion of the orders placed or confirmed in the bookbuilding process has been withdrawn, terminated or cancelled, as a result the payment of the relevant investment amount not being received or settled in the stipulated time and manner or otherwise,

then, in each case, the 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 giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clauses 11.1 or 2.4:

- 11.2.1 each of the parties shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and
- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Joint Sponsors and the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and Joint Sponsors and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Over-allotment Option), at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the “**First Six Month Period**”), it will not, without the prior written consent of the 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:

- 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
- 12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or
- 12.1.3 enter into any transaction with the same economic effect as any transaction described in Clauses 12.1.1 or 12.1.2 above; or
- 12.1.4 offer to or agree to do any of the foregoing specified in Clauses 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clauses 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company.

Each of the Warrantors (other than the Company) undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that it/he/she shall procure the Company to comply with the undertakings in this Clause 12.1.

- 12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that it will, and each of the Warranting Shareholders undertakes to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules (the “**Minimum Public Float Requirement**”) and the minimum free float requirements (the “**Minimum Free Float Requirement**”) specified in the Listing Rules, and it will not (i) 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 any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or (ii) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the 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 8.08A of the Listing Rules.
- 12.3 **Lock-up on the Warranting Shareholders:** Each of the Warranting Shareholders hereby jointly and severally undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI 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 or pursuant to the Stock Borrowing Agreement:
- 12.3.1 save for any pledge or charge of Shares or other securities of the Company (in respect of which it is shown in the Prospectus as the beneficial owner or as having any deemed or other interest) 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 securities of our Company) by it as security in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) for a *bona fide* commercial loan, at any time during the period of 14 months after the Listing Date (the “**Warranting Shareholders’ Lock-up Period**”), he/she/it will not and will procure that none of its Affiliates, relevant registered holder(s), any nominee or trustee holding on trust for him/her and companies controlled by him/her will:
- (a) offer, pledge, charge, sell, offer, contract or agree to sell, pledge, assign, mortgage, charge, hypothecate, lend, grant or sell (or agree to grant or sell) any option, warrant, contract or right to subscribe for or purchase, grant or purchase (or agree to grant or purchase) any option, warrant, contract or right to sell, lend or otherwise transfer or dispose of, make any short sale, 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, any Shares or other securities of the Company or any interest therein (including but not limited to 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 other securities of the Company), directly or indirectly held by it as of the date of this Agreement, or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts;
 - (b) enter into any swap, derivative or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or

beneficial) of any Shares or other securities of the Company or any interest therein (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 other securities of the Company) directly or indirectly held by it as of the date of this Agreement; or

- (c) enter into any transaction with the same economic effect as any transaction set out in paragraphs (a) or (b) above; or
- (d) offer to or agree to or announce any intention to effect any transaction or publicly disclose that it will or may enter into any transaction set out in paragraphs (a), (b) or (c) above,

whether any of the transaction set out in paragraphs (a), (b) or (c) is to be settled by delivery of such capital or securities of the Company, in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the Warranting Shareholders' Lock-up Period); and

12.3.2 at any time during the Warranting Shareholders' Lock-up Period, he/she/it shall:

- (a) if and when it pledges or charges any Shares or other securities of the Company (or any interests therein) beneficially owned by it, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities (or interests therein) so pledged or charged; and
- (b) if and when it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or other securities (or interests therein) of the Company will be disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications.

The restrictions in this Clause 12.3 shall not prevent the Warranting Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, provided that any such purchase or disposal does not contravene the lock-up arrangements referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a *bona fide* commercial loan, provided that (a) the relevant Warranting Shareholder will immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he/she or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him/her, and (b) when the relevant Warranting Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he/she will immediately inform the Company, the Joint Sponsors and the Overall Coordinators of such indications.

The Company hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that upon receiving such information in writing from any of the Warranting Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or

other relevant Authorities, and make a public disclosure in relation to such information by way of an announcement.

- 12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or dispatched by the Company or any of the Warranting Shareholders (or by any of their respective directors, officers, employees, consultants, advisors or agents) during the period of 12 months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or dispatched 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 after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.
- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and each of the Warranting Shareholders undertakes to procure that the Company will, conduct prior discussion with the Joint Sponsors and the Overall Coordinators 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, at any time commencing on the Prospectus Date and for a period of 12 months after the date of this Agreement, which may conflict with any statement in the Prospectus.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party shall, and shall procure that its Affiliates and its and its Affiliates' respective directors, officers, employees, consultants, advisors or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.
- 14.2 **Exceptions:** Any party may disclose, or permit its Affiliates, its and its Affiliates' respective directors, officers, employees, assignees, advisors, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws; or

- 14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law; or
- 14.2.3 required to vest the full benefit of this Agreement in such party; or
- 14.2.4 disclosed to the professional advisors, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality; or
- 14.2.5 the information has come into the public domain through no fault of such party; or
- 14.2.6 required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering; or
- 14.2.7 required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or
- 14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or
- 14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information,

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

- 15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.
- 15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and, if so addressed, shall be deemed to have been duly given or made as follows:
 - 15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;
 - 15.2.2 if sent by post, two Business Days after the date of posting;
 - 15.2.3 if sent by airmail, five Business Days after the date of posting; and
 - 15.2.4 if sent by email, when successfully transmitted.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

- 15.3 **Details of contact:** The relevant address and email address of each of the parties for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the Company:

Address: Office B711, 7th Floor, No. 19, Zhongguancun Street, Haidian District, Beijing, China
Email: hao.zhou@quantgroup.cn
Attention: Dr. ZHOU Hao

If to CICC:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email: IB_Project_Sheng@cicc.com.cn
Attention: Project Sheng Deal Team

If to CITICS:

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

If to CLSA:

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

If to any of the Warranting Shareholders, to the address and email address of such Warranting Shareholder specified under the name of such Warranting Shareholder in SCHEDULE 1, respectively.

If to any of the other Hong Kong Underwriters, to the address and email address of such Hong Kong Underwriter and for the attention of the person specified under the name of such Hong Kong Underwriter in SCHEDULE 2, respectively.

- 15.4 **Change of contact details:** A party may notify the other parties of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or

enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The arbitral award shall be final and binding upon all parties to the arbitration. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs and the Hong Kong Underwriters shall also have the sole right:

- 16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or
 - 16.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company and/or any of the Warranting Shareholders in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).
- 16.3 **Submission to jurisdiction:** Each of the parties irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.
 - 16.4 **Waiver of objection to jurisdiction:** Each of the parties irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings may be brought in relation to or in support of any arbitration commenced under this Clause 16. Each of the parties further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.
 - 16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
 - 16.6 **Process Agent:** Without prejudice to Clause 16.5 above, the Company has established a place of business in Hong Kong at 31/F., Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.5 above, each of the Warrantors (other than the Company) hereby irrevocably appoints the Company of 31/F., Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the “**Process Agent**”) as its/his/her authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Warrantors (other than the Company) in Hong Kong.

Service of process upon any of the Warrantors (other than the Company) by service upon the Process Agent in its capacity as agent for the service of process for any such Warrantor 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 Warrantor. If for any reason the Process Agent shall cease to be agent for the service of process for any of the Warrantors (other than the Company) or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such other Warrantor (as the case may be) shall promptly notify the Joint Sponsors and the Overall Coordinators and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Joint Sponsors and the Overall Coordinators. Where a new agent is appointed for the service of process for any of the Warrantors, such Warrantor shall deliver to each of the other parties 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 Warrantor, and such appointment shall be effective upon the giving of notice of such appointment to the Warrantor. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any of the Warrantors in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor 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 a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Warrantor, and such appointment shall be effective upon the giving notice of such appointment to the Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Warranting Shareholders has or can claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company or such Warrantor hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

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

- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the 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, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, 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 such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators, the Sponsor and Sponsor-OC Engagement Letters; and (ii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, 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 relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements,

undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. Notwithstanding the aforesaid, if any term of this Agreement is inconsistent with that of the Sponsor and Sponsor-OC Engagement Letters or any CMI Engagement Letter, the terms in this Agreement shall prevail as between the relevant parties concerned.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment currency indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (i) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award; and (ii) 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 each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Authority to the 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 authorizes the Overall Coordinators to act on behalf of all the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to 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 under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by, for or on behalf of the Company or any of the Warranting Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or such other Warrantor, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or any of the Warranting Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (i) making filings and submissions on such basis and such terms as such party may reasonably request; (ii) promptly making available to such party notices received from any 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 Authority in settlement of such Taxes and forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

17.13 **Officer's certificates:** Any certificate signed by any officer of a Warrantor and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the relevant Warrantor, as to matters covered thereby, to each Overall Coordinator, Joint Sponsors or Underwriter.

17.14 **No right of contribution:** Each of the Warrantors (other than the Company) hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he/she may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it/him/her, or any loss or damage or liability suffered or incurred by it/him/her, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he/she entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him/her whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him/her under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he/she may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

17.15 **Right of third parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:

17.15.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;

17.15.2 an assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

17.15.3 this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.

- 17.16 **Professional investors:** Each of the Company and the Warranting Shareholders has read and understood the 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 each of the Company and the Warranting Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and their respective Affiliates.
- 17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.18 **Further assurance:** The Warrantors shall from time to time, on being required to do so by the Joint Sponsors and/or 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/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.19 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1

THE WARRANTING SHAREHOLDERS

Warranting Shareholder	Address and email address
Dr. ZHOU Hao	Room 10, Building 25, South Zone Garden, 9 Sunhexi Road, Chaoyang District, Beijing, China hao.zhou@quantgroup.cn
SJY Family Holdings Limited	Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands trustadmin@fututrustee.com
Mars Legend	Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands hao.zhou@quantgroup.cn
Mars Digitech Limited	Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands hao.zhou@quantgroup.cn
SJY Trust	34/F, United Centre, 95 Queensway, Admiralty, Hong Kong trustadmin@fututrustee.com
Mercury Valley Limited	Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands jinghuai.sun@quantgroup.cn
JHY Family Holdings Limited	Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands trustadmin@fututrustee.com
Mercury Digitech Limited	Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands jinghuai.sun@quantgroup.cn
JHY Trust	34/F, United Centre, 95 Queensway, Admiralty, Hong Kong trustadmin@fututrustee.com
Ms. SUN Jinghuai	B12A, Hengtong Business Park, Chaoyang District, Beijing, China jinghuai.sun@quantgroup.cn

SCHEDULE 2

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Email: IB_Project_Sheng@cicc.com.cn Attention: Project Sheng Deal Team	See below	See below
CLSA LIMITED 18/F, One Pacific Place, 88 Queensway, Hong Kong Email: ProjectSheng@clsa.com Attention: Project Sheng Deal Team		
FOSUN INTERNATIONAL SECURITIES LIMITED Suite 2101-2105, 21/F, Champion Tower, 3 Garden Road, Central, Hong Kong Email: ecm@fosunwealth.com Attention: ECM team		
FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED 34/F, United Centre, No. 95 Queensway, Hong Kong Email: project.sheng@futu.hk.com Attention: Tse Chi Kin, Daniel		
TIGER BROKERS (HK) GLOBAL LIMITED 1/F, No. 308 des Voeux Road Central, Sheung Wan, Hong Kong Email: debbie.leung@tigerbrokers.com.hk; vicky.que@tigerbrokers.com.hk Attention: Ms Debbie Leung, Ms Vicky Que		
Total:		100%

$$A = B/C \times 1,335,000 \text{ Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share; (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be

exactly **1,335,000**; and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 3

THE WARRANTIES

Part A: Representations and warranties of the Warrantors

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them as follows:

1 Accuracy of information

- 1.1 None of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, or any individual Supplemental Offering Materials when considered together with the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 The Warrantors (including, without limitation, their respective agents and representatives, other than the Underwriters in their capacity as such) (A) have not, without the prior written consent of the Joint Sponsors, the Sponsor-OCs and the Joint Global Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Materials; and (B) will not, without the prior written consent of the Joint Sponsors, the Sponsor-OCs and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Materials, including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication. None of individual Supplemental Offering Materials conflicts or will conflict with the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular.
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Application Proofs, the Preliminary Offering Circular, the Supplemental Offering Materials (when considered together with the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Application Proofs, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; (C) represented and continue to represent reasonable and fair ground, assumptions and expectations honestly held based on facts known to each member of the Group and/or any of their respective directors, officers, employees, Affiliates or agents; and (D) there are and will be no other facts known or which could, upon due and careful inquiry, have been known to each of the Warrantors or the Directors the omission of which would or may make any such expression, statement, forecast or estimate misleading.
- 1.4 The Hong Kong Public Offering Documents contain and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules and all other rules and regulations of the Stock Exchange and all applicable Laws; and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, business,

condition (financial or otherwise), financial position, profits and losses, management and prospects of the Group, taken as a whole, and the rights attaching to the Shares.

- 1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities and/or any of their respective directors, officers, employees, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide in respect of Rule 9.08 of the Listing Rules.
- 1.7 Without prejudice to any of the other Warranties:
 - 1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds,” including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;
 - 1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular relating to Company’s consolidated indebtedness as at close of business on September 30, 2025 are complete, true and accurate and not misleading and all material developments in relation to the Company’s indebtedness have been disclosed;
 - 1.7.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all respects and not misleading;
 - 1.7.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all respects and not misleading;
 - 1.7.5 the statements relating to the interests of the Warrantors and their respective directors (if applicable) in the share capital of the Company and in contracts with any member of the Group contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular are complete, true and accurate in all respects and not misleading;
 - 1.7.6 the statements contained in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular (A) in the sections headed “Share Capital” and “Appendix III — Summary of the Articles of Our Company and Cayman Companies Act,” insofar as they purport to describe the terms of the Offer Shares; (B) in the sections headed “Regulatory Overview” and “Appendix III — Summary of the Articles of Our Company and Cayman Companies Act,” insofar as they purport to

describe the provisions of Laws and regulations affecting or with respect to the business of the Group; (C) in the section headed “Appendix IV — Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein; (D) in the section headed “Appendix III — Summary of the Articles of Our Company and Cayman Companies Act,” insofar as they purport to describe the material provisions of the Articles of Association, are a fair summary of the relevant terms, Laws, regulations and documents; (E) in the sections headed “Summary”, “Business” and “Financial Information”, insofar as they purport to describe the contracts, agreements, arrangements and/or memoranda of understanding to which any member of the Group is a party, including, without limitation, the principal terms of the supply agreements and cooperation agreements and/or the selection criteria of suppliers by the Group; (F) in the sections headed “History, Reorganization and Corporate Structure” and “Appendix IV — Statutory and General Information” insofar as they purport to describe the history of the Group, the independence of parties with whom the Group has entered transactions with as mentioned in those sections, documents and Governmental Authorizations (as defined below) related to such transactions; and (G) in the sections headed “Summary”, “Risk Factors”, “Industry Overview”, “Regulatory Overview”, “Business”, “History, Reorganization and Corporate Structure” and “Financial Information”, insofar as they purport to describe any Authority’s policies, and effects and potential effects of these policies on the Group, are complete, true and accurate in all respects and not misleading, and constitute fair and accurate summaries of the matters described therein;

- 1.7.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular under the heading “Summary — Dividend” and “Financial Information — Dividend” represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, careful and proper consideration and inquiry;
 - 1.7.8 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all respects and not misleading and represent the true and honest belief of the Warrantors and their respective 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 Offer Shares which have not been disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; and
 - 1.7.9 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors and their respective directors or employees (if applicable) and all statements and information provided by or on behalf of any of the Warrantors and their respective directors or employees (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities or if applicable, their respective directors (or any of them) or employees have been given or prepared in good faith and with due care and attention.
- 1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular as having come from the Warrantors has been derived from the records of the Group using

systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate in all respects and fairly presents the information shown therein; the section headed “Financial Information” in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular accurately describes the Company’s exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company’s assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular as having come from a source other than the Warrantors are based on or derived from sources which the Warrantors reasonably believe to be reliable and accurate and represent the Warrantors’ good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.

- 1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities, their respective directors, officers, employees, Affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other applicable Authority, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or legal and other professional advisors to the Company or the Joint Sponsors and the Underwriters for the purposes of the Global Offering or the Listing (including, without limitation, the answers and documents contained or referred to in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the Investor Presentation Materials, roadshow materials and analyst presentation materials, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Underwriters of their obligations under all applicable Laws (including the Code of Conduct, the Listing Rules and the CSRC Rules), the discharge by the Joint Sponsors of their obligations as sponsor under the Code of Conduct, the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an overall coordinator and/or capital market intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of any member of the Group) was so disclosed or made available in full and in good faith and made on reasonable grounds and was when given and remains complete, true and accurate in all respects and not misleading.

2 CSRC Filings

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading.
- 2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf any member of the Group and/or any of their respective directors, officers, employees, Affiliates or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters, the Reporting Accountants, the Internal

Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator 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 made on reasonable grounds and was, when given, and remains, complete, true and accurate in all respects and not misleading, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading.

- 2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 2.4 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.
- 2.5 Neither the Company nor any of the Warranting Shareholders has given, entered into or is otherwise subject to any undertaking, commitment, side letter, assurance or similar arrangement (whether written or oral) with the CSRC that has not been disclosed in writing to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters.

3 The Group

- 3.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the section headed “Share Capital” in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, and all of the issued Shares of the Company (A) have been duly authorized, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws; and (F) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the amounts specified therein and are not subject to any Encumbrance or adverse claims. No person is, or at each of (i) the date of this Agreement; (ii) the Prospectus Date; (iii) the Price Determination Date; and (iv) the Listing Date, will be, entitled to any pre-emptive, resale right, right of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement or the International Underwriting Agreement.
- 3.2 The Company has been duly incorporated and is validly existing as an exempted company with limited liability under the Laws of the Cayman Islands, with full right, power and authority (corporate and other) to own 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, the Application Proofs and the Preliminary Offering Circular, to execute and deliver each of this

Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; and the Articles of Association comply with the requirements of the Laws of the Cayman Islands and are in full force and effect.

- 3.3 Each of the Subsidiaries and the Consolidated Affiliated Entities has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing (as applicable) under the applicable Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own 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, the Application Proofs and the Preliminary Offering Circular.
- 3.4 Each member of the Group is capable of suing and being sued. All approvals applicable to or necessary for the establishment of each member of the Group, any of its constitutive documents or its issued or registered share capital have been duly obtained or made. No member of the Group has any liabilities (contingent or otherwise) which are material to the financial position, business or operations of the Group as a whole.
- 3.5 Each member of the Group has been duly qualified to transact business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 3.6 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.
- 3.7 Each member of the Group that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.
- 3.8 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and Articles of Association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.9 No member of the Group has entered into any agreement for the establishment of any company or undertaking in which it will or agrees to own or control a majority interest.
- 3.10 Each member of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders, where applicable, without the need for any Approvals and Filings from or with any Authority.
- 3.11 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering, no person, individually or together with its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the SFO) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 3.12 No member of the Group is conducting or proposes to conduct any business, or has acquired or proposes to acquire or has incurred or proposes to incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to

such member, as the case may be, but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.

4 Offer Shares

- 4.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,
- 4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;
 - 4.1.2 will have attached to them the rights and benefits specified in the Articles of Association as described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular;
 - 4.1.3 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;
 - 4.1.4 will be free of any restriction upon the holding, voting or transfer thereof pursuant to the applicable Laws or the memorandum and Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party; and
 - 4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.
- 4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, including the descriptions in the sections headed "Share Capital" and "Appendix III — Summary of the Articles of Our Company and Cayman Companies Act."
- 4.4 The certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the applicable Laws.
- 4.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the PRC, Hong Kong, the Cayman Islands or the United States.

5 The underwriting agreements and the Operative Documents

- 5.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly authorized, executed, and delivered by each of the Warrantors and constitutes or will constitute a legal, valid and binding agreement of the respective Warrantor, enforceable in accordance with its terms.

- 5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular headed “Plan of Distribution”, “Structure of the Global Offering” and “Underwriting,” insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all respects and not misleading.

6 No conflict, compliance and approvals

- 6.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect, and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws.
- 6.2 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Warrantors pursuant to the provisions of this Agreement, the International Underwriting Agreement and 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 (A) conflict with, or result in a breach or violation of, any of the terms or provisions 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), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities is a party, by which any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities is bound or to which any of the property or assets of any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities is subject; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of any of the Warrantors, any Subsidiary or any of the Consolidated Affiliated Entities; (C) violate any applicable Laws; or (D) result in the imposition of any Encumbrance upon any property or assets of any member of the Group, except in each case of clauses (A), (C) and (D) as would not individually or in the aggregate result in a Material Adverse Effect.
- 6.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the Shares on the Main Board, such approval is in full force and effect and, to the best knowledge of the Warrantors, there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.4 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority

having jurisdiction over any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities, or any of their respective properties (each a “**Governmental Authorization**”) required or advisable under any applicable Laws in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering to which any of the Warrantors is a party; (E) the deposit of the Offer Shares with HKSCC; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

- 6.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 6.6 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, each member of the Group (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the sections headed “Regulatory Overview” (“**Applicable Laws**”); (B) has received, made and held all Governmental Authorizations required of them under Applicable Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorizations are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; (C) is in compliance with the provisions of all such Governmental Authorizations; no member of the Group has received any notice of revocation nor modification of any such Governmental Authorization or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations; and the Group has not received notice of any actual or potential liability under, or violation of, any Applicable Laws; and (D) has not been subject to any material fines or other material penalties from any Authority.
- 6.7 (A) All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the

repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) its memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable); (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which a member of the Group is a party or by which it is bound or any of its properties or assets may be bound or affected; or (iii) any Laws applicable to any member of the Group or any of their properties or assets described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.

- 6.8 No material penalties or sanctions have been or, as far as the Company and the Directors are aware after reasonable enquiry, are expected to be imposed on any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities by any Authority for failure to comply with any applicable Laws.
- 6.9 The Group (A) has not received any material complaints from customers in connection with the products and services provided by the Group, and (B) has not failed to pass any audit from any such customers or any Authority, except where such complaints or failure to pass the audit would not and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

7 Accounts and other financial information

- 7.1 The Reporting Accountants, whose accountants' report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, are independent public accountants with respect to the Company under the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Group included in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Group as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision of any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) all summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular are derived from the accounting records of the Group, present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under "Appendix II — Unaudited Pro Forma Financial Information" (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the

assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein, and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Group that are required by any applicable Laws or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular that are not included as required; (H) no member of the Group has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.

- 7.3 The prospective information as set forth in (i) the Profit Forecast Memorandum (as defined below) and (ii) the sections headed “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular and any forecasts and estimates, if any, contained in the CSRC Filings ((i) and (ii) collectively, the “**Prospective Financial Information**”) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the Company and the bases and assumptions stated in each of the Profit Forecast Memorandum, the Hong Kong Public Offering Documents, the Application Proofs, the Preliminary Offering Circular and the CSRC Filings, and in accordance with the Company’s accounting policies described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Group; and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; (C) there are no other material facts or assumptions which ought necessarily to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum (as defined below); and (D) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.
- 7.4 The unaudited consolidated management accounts of the Group as of September 30, 2025 and for the nine months ended September 30, 2025 and other accounting records of the Group (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Group or to which a member of the Group was a party during the period involved; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Group as of September 30, 2025 and the consolidated results of operations, cash flows and changes in equity of the Group for the nine months ended September 30, 2025; and save as disclosed in the Conditions Precedent Documents, there has been no decrease in the share capital, cash and cash equivalents, property, plant and equipment, right-of-use assets, net current assets or total current assets or increases in total liabilities of the Group as of September 30, 2025 as compared to amounts shown in latest consolidated balance sheet of the Group as of May 31, 2025 included in the Prospectus.

- 7.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular headed “Financial Information — Liquidity and Capital Resources” (the “**Working Capital Statement**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company’s view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Group, including the Company’s consolidated cash and cash equivalents on hand, and available banking facilities, 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.
- 7.6 The statements set forth in the section headed “Financial Information — Critical Accounting Policies, Judgments and Estimates” in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular are complete, true and accurate in all respects and not misleading and accurately describes (A) accounting policies which the Company believes are the most important in the portrayal of the Group’s financial condition and results of operations (the “**Critical Accounting Policies**”); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company’s Legal Advisors and the Reporting Accountants with regard to such selection, application and disclosure.
- 7.7 Each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Group and its related parties; and (C) all off balance sheet transactions, arrangements, and obligations; and no member of the Group has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Group taken as a whole or the availability thereof or the requirements of the Group taken as a whole for capital resources.
- 7.8 The memorandum of the Board on profit forecast for the year ending December 31, 2025 and working capital forecast for the 19 months ending December 31, 2026 (the “**Profit Forecast Memorandum**”) has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company

of the events, contingencies and circumstances described therein; there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.

- 7.9 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 7.10 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in "Appendix I — Accountants' Report" and "Appendix II — Unaudited Pro Forma Financial Information" to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in "Appendix I — Accountants' Report" and "Appendix II — Unaudited Pro Forma Financial Information" to the Prospectus or is derived from the relevant accounting records of the Group which the Warrantors in good faith believe are reliable and accurate, and are a fair presentation of the data purported to be shown.

8 Indebtedness and material obligations

- 8.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, (A) no member of the Group has any 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 mortgage or charge or any guarantee or other contingent liabilities; (B) no outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the relevant member(s) of the Group; (C) no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge of the Warrantors, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of any member of Group, or under any guarantee of any

liability of any member of the Group, by reason of default of any member of the Group or any other person or under any guarantee given by any member of the Group; (E) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; (F) no member of the Group has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk; and (G) all guarantees of indebtedness of the Group are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party other than relevant member(s) of the Group.

- 8.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) no member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of a member of the Group, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect; (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown; and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to a member of the Group from or by any Authority in consequence of which such member is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

9 Subsequent events

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (the “**Latest Audited Balance Sheet Date**”), no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to such member; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to such member; (C) acquired, sold, transferred or disposed of, or agreed to acquire, sell, transfer or dispose of any business, asset, business unit, or technology that is material to such member; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to such member; (E) cancelled, waived, released or discounted in whole or in part any debt or claim; (F) made any sale or transfer of any material tangible or intangible asset, created any mortgage or pledge or incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to such member, other than such Encumbrances created in the ordinary course of business and tax liens with respect to Taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class; (H) had any lapse of any material Intellectual Property (as defined below) or any license thereof, or made any material Intellectual Property application; or (I) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (I) above.
- 9.2 Subsequent to the Latest Audited Balance Sheet Date, (A) no member of the Group has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each member of the Group has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as

previously carried on; (C) each member of the Group has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no material changes in the relations of the business of the Group with its customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Group as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Group as a whole.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, there has not been (A) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Group, taken as a whole; (B) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Group, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of member the Group.
- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, (A) there has been and will be no change in the issued share capital, material decreases in cash and bank balances, property, plant and equipment, right-of-use assets, current assets or total assets, or material increases in interest-bearing bank and other borrowings or total liabilities of the Group as of (i) the date of this Agreement; (ii) the Prospectus Date; (iii) the Price Determination Date; or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; and (B) there has been and will be no material decreases in total revenues or profits during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement; (ii) the Prospectus Date; (iii) the Price Determination Date; or (iv) the Listing Date, as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 There has not been any change or any development involving a prospective change that would reasonably be expected individually or in the aggregate to result in a Material Adverse Effect. Subsequent to the Latest Audited Balance Sheet Date, no circumstance, event or situation exists or has arisen which are likely to materially and adversely affect the condition of the Group, financial or otherwise, or the earnings, affairs, business or prospects of the Group.
- 9.6 (A) None of the suppliers and customers of the Group has owned any interest in any member of the Group; (B) none of the shareholders or directors of any member of Group or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and/or customers; (C) none of the Group's suppliers and customers are Connected Persons of the Group; (D) the Group has not had any litigation, claims or material disagreements with its suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Group, no member of the Group has provided any form of financial assistance to its respective suppliers and customers.

10 Assets

- 10.1 (A) Each member of the Group has valid title to all real properties and buildings that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each member of the Group has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each lease to which a member of the Group is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or both, would constitute such a default) by any member of the Group has occurred and is continuing or is likely to occur under any of such leases; (E) no member of the Group is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to its rights or interests under such lease, tenancy or license or may materially and adversely affect its rights to the continued possession or use of such leased or licensed property or other asset; (F) the right of relevant member(s) of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (G) each member of the Group has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (H) the use of all properties owned or leased by the Group is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Group is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; (I) no member of the Group owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, and no other real properties or assets are necessary in order for the Group to carry on its businesses in the manner described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; and (J) each member of the Group has valid title to all inventory used in its business free from any Encumbrances.
- 10.2 (A) Each member of the Group owns all rights, title and interest in and to, free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licenses for, or other title or rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement or arrangement pursuant to which a member of the Group has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, relevant member(s) of the Group has/have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by any member of the Group has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement or arrangement; (C) there is no prior act that may render any patent application within the Intellectual Property owned, applied or used by, or licensed to, a member of the Group unpatentable that has not been disclosed to any Authority in the jurisdictions in which a member of the Group operates having jurisdiction over Intellectual Property matters; (D) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, if any, as under development by the Group fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, relevant member(s) of the Group; (E) there is no claim to the contrary or any challenge by any other person to the rights of any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities with respect to the Intellectual Property owned, applied or

used by, or licensed to, the Group; (F) none of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities has received notice of a claim by a third party to the contrary; (G) there are no third parties who have, or to the best knowledge of the Warrantors, will be able to establish rights to any Intellectual Property owned, applied or used by, or licensed to, the Group, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Group; (H) there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Group; (I) there is no pending, or to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by others challenging the rights of the Group in or to any Intellectual Property owned, applied or used by, or licensed to, the Group, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no pending, or to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Group and there are, to the best knowledge of the Warrantors, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (K) there is no pending, or to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by others that a member of the Group infringes or otherwise violates, or would, in connection with the Group's conduct of business as described in any of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, infringe or violate, any Intellectual Property of others, and there are, to the best knowledge of the Warrantors, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (L) there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Group or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Group; (M) there is no prior act that may render any patent application within the Intellectual Property owned, applied or used by, or licensed to, the Group unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Group operates having jurisdiction over Intellectual Property matters; and (N) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, if any, as under development by Group fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Group.

- 10.3 The statements with respect to the Intellectual Property disclosed in the sections headed "Business — Intellectual Property" and "Appendix IV — Statutory and General Information" in each of the Prospectus, the Preliminary Offering Circular and the PHIP are true and accurate in all respects and not misleading. As at the Latest Practicable Date (as defined in the Prospectus), the Group had validly registered and/or applied for the registration of (as the case may be) each of the Intellectual Property set out in the sections headed "Business—Intellectual Property" and "Appendix IV — Statutory and General Information" in each of the Prospectus, the Preliminary Offering Circular and the PHIP.
- 10.4 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Group comprise all the information technology systems and related rights reasonably necessary to conduct or material to, the respective operation of the business of the Group; (B) the Information Technology are adequate for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted or as proposed to be conducted; (C) all Information Technology which is reasonably necessary for the business of the Group is either legally and beneficially owned by the Group or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which a

member of the Group has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; relevant member(s) of the Group has/have complied with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by any member of the Group has occurred and is continuing or is likely to occur under any such agreement; and no member of the Group has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Group are maintained and operated by the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Group; (F) in the event that the persons providing maintenance or support services for the Group with respect to the Information Technology cease or are unable to provide such services, the Group has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) each member of the Group has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) each member of the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.

- 10.5 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, “worm” or “Trojan horses”) in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Group which is necessary for its business.
- 10.6 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or access to the same or any incidents under internal review or investigations relating to the same.

11 Licenses and permits

- 11.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, each member of the Group possess all licenses, certificates, permits and other authorizations issued by, and have made all registrations, declarations and filings with, the appropriate Authority that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; no member of the Group has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

12 Compliance with employment and labor laws

- 12.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, (A) no member of the Group has any material

obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits (the “Schemes”) to any of its present or past employees or to any other person; (B) the Schemes to any of the present or past employees of each member of the Group arising from their employment with the Group are fully provided for by way of an adequately funded pension scheme established for and on behalf of relevant member(s) of the Group that is or was the employer of such person or established by relevant member(s) of the Group in the name of the relevant present or past employee(s); (C) where a member of the Group participates in, or has participated in, or is liable to contribute to any such Schemes, such member has complied with the requirements to make contributions to such Schemes in accordance with the terms thereof; and no member of the Group has any financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering; and (D) where there are such outstanding payment obligations or unsatisfied liabilities, the Group has set aside sufficient funds to satisfy the same and there is no regulatory or disciplinary actions or fines against, to the best knowledge of the Company, threatened or capable of arising against, any member of the Group.

- 12.2 (A) There are no material amounts owing or promised to any present or former directors, supervisors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (B) no director or senior management or key employee of the Group has given or been given notice terminating their contracts of employment; (C) there is no proposal to terminate the employment or consultancy of any director, senior management, key employee or consultant of any member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (D) no member of the Group has any outstanding material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of such director, senior management, key employee or consultant; (E) no liability has been incurred by any member of the Group for breach of any director’s, employee’s or consultant’s contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor or consultant of the Group; and (F) no member of the Group has any redundancy plans with respect to its employees which are to be implemented in the three years following the date hereof.
- 12.3 All contracts of services, employment and consultancy in relation to the employment of the directors, consultants and employees of the Group are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on relevant member(s) of the Group and all subsisting contracts of service to which such member is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the member) and there are no claims pending or threatened or capable of arising against any member of the Group, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each member of the Group has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, supervisors, employees or consultants), complied in all respects with all terms and conditions of such directors’, employees’ or consultants’ (or former directors’, supervisors’, employees’ or consultants’) contracts of services, employment or consultancy.
- 12.4 (A) No labor dispute, work stoppage, slow down or other conflict with the employees of the Group exists, is imminent or threatened; (B) there is no union representation dispute currently existing concerning the employees of the Group; (C) the Company is not aware of any existing,

threatened or imminent labor disturbance by the employees of any the Group's principal suppliers, contractors or customers; and (D) there has been no violation of any applicable labor and employment Laws by any member of the Group, or to the best knowledge of the Warrantors, by any of the principal suppliers or contractors of any member of the Group.

13 Compliance with environmental laws

- 13.1 The Group and its properties, assets, facilities and operations comply with, and each member of the Group holds, and are in compliance with, all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) in all material respects; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that have given rise to, or could give rise to any material costs or liabilities to the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; and no member of the Group (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or threatened action, suit or proceeding; (D) is bound by any judgment, decree or order; or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Laws or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below); in the ordinary course of its business, the Group conducts periodic reviews of the effect of Environmental Laws on its businesses, operations, properties and assets, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, “**Environmental Laws**” means any Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic chemicals, substances or wastes) that is regulated by or may give rise to liability under any Environmental Laws.

14 Cybersecurity and data protection

- 14.1 (A) Each member of the Group has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and personal data and confidentiality and archive administration from time to time in force (collectively, the “**Data Protection Laws**”); (B) no member of the Group is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (C) no member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “**CAC**”), the CSRC, the competent telecommunications department of the State Council, public security departments or any other relevant Authority; (D) no member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the Relevant Jurisdictions; (E) no member of the Group has received any claim for compensation

from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against any member of the Group in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Group for the purposes of, *inter alia*, searching them or seizing any documents or other material found there; (G) no member of the Group has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on any member of the Group or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on any member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (J) no member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority; and (K) each member of the Group has established and maintained adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration in accordance with the Data Protection Laws.

15 Insurance

- 15.1 Each member of the Group is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Group or its businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Group is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; all premiums due in respect of such insurance policies have been duly paid in full and the Group is in compliance with the terms of such policies and instruments; there are no claims by the Group under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; no member of the Group has been refused any material insurance coverage sought or applied for; and no member of the Group has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not have a Material Adverse Effect.
- 15.2 The description of the insurance coverage of the Group contained in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular is true, accurate and not misleading.

16 Internal controls

- 16.1 Each member of the Group has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Group, and each member of the Group maintains a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable

accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each member of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and accounting control system has been in operation for at least three years during which no member of the Group has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.

- 16.2 The Company's internal control over financial reporting is effective, and there are (A) no material weaknesses or significant deficiencies in the Group's internal controls over accounting and financial reporting; (B) no fraud, whether or not material, involving any directors, management or other employees of the Group who has/have a role in the Group's internal control over accounting and financial reporting; and (C) no changes in the Group's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to adversely affect, the Group's internal control over accounting and financial reporting.
- 16.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each member of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Group is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the PRC Company Law and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information (as defined and required in the SFO) and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Laws, inside information or price-sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws).
- 16.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance

controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Group and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

- 16.5 The statutory books, books of account and other records of the Group are in its proper possession, up-to-date and contain complete and accurate records as required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC, the Stock Exchange, the CSRC or any other Authority have been duly and correctly delivered or made.

17 Compliance with bribery, anti-money laundering, sanctions and export control laws and U.S. outbound investment security program

- 17.1 (A) None of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities, their respective directors, officers, agents and employees and Affiliates, or any of such Affiliate's respective directors, officers, agents and employees (collectively, the **"Group Relevant Persons"**), is an individual or entity (**"Person"**) that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organized or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Kherson, Zaporizhzhia and the Crimea region of Ukraine, Cuba, Iran, Russia and North Korea) (each such country or territory, a **"Sanctioned Country"**), (ii) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in any Sanctioned Country, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities 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 U.S. Treasury Department's Office of Foreign Assets Control (the **"OFAC"**); (E) all items of the Warrantors, the Subsidiaries and the Consolidated Entities 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; (F) the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or

transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, **“Sanctions Laws and Regulations”** means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (**“SDN”**) List, the Chinese Military Industrial Complex Companies (**“CMIC”**) List, the Entity List or the Military End User List; (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto; and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, the Cayman Islands Monetary Authority or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

- 17.2 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and Close Associates of all parties mentioned above (each a **“Government Official”**) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the PRC, Hong Kong, the Cayman Islands, the United States or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, **“Anti-Corruption Laws”** means the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, the United Kingdom Bribery Act of 2010, as amended, and the rules and regulations thereunder, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable Laws regarding anti-bribery or illegal payments or gratuities); and the Group has instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to ensure continued compliance therewith; and the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities have conducted their respective businesses in compliance with applicable Anti-Corruption Laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such Laws; as used herein, **“Government Entity”** means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs or the Underwriters,

or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 17.3 None of the Group Relevant Persons, or the respective directors, officers, agents, employees or Affiliates or any other person acting for or on behalf of the foregoing, is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, where either the payment or the gift was, is, or would be (A) for the purpose of inducing any member of the Group to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Laws of the PRC, Hong Kong, the Cayman Islands, the United States or any other jurisdiction; and each member of the Group maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 17.4 The operations and conducts of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any other United States anti-money laundering Laws, and any applicable Laws relating to money laundering in all jurisdictions, including the PRC, Hong Kong, the Cayman Islands and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”); each member of the Group has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws and the Warranties contained herein, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities or their respective businesses with respect to the Anti-Money Laundering Laws is pending or threatened.
- 17.5 The Company is a “covered foreign person” as defined in 31 CFR. § 850.209. The Group does not engage, or presently intend to engage in (i) a “covered activity” (as defined at 31 CFR. § 850.208), which would cause any of the transactions contemplated hereby or by the International Underwriting Agreement or the Operative Documents to be a “prohibited transaction” (as defined at 31 CFR. § 850.224); or (ii) any other activity that would cause the buyers of the Offer Shares to be in violation of any Outbound Investment Law (as defined below) or cause the buyers of the Offer Shares to be legally prohibited by such Outbound Investment Law from purchasing the Offer Shares, in each case, as a result of any of the transactions contemplated hereby or by the International Underwriting Agreement or the Operative Documents being a “prohibited transaction” (as defined at 31 CFR. § 850.224); as used herein, “**Outbound Investment Law**” means any requirement of Laws related to (i) the Outbound Investment Regulations (as defined below) and (ii) Executive Order 14105 (effective August 9, 2023) on Addressing US Investments in Certain National Security Technologies and Products in Countries of Concern, and “**Outbound Investment Regulations**” means the regulations administered and enforced, together with any related public guidance issued, by the US Department of the Treasury and codified at 31 CFR. Part 850.

18 Provision of information

- 18.1 The Warrantors, their respective agents and representatives (other than the Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Sponsors, prepared, made, used, authorized, approved or referred to any Supplemental Offering Materials; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Sponsors, prepare, make, use, authorize, approve or refer to any Supplemental Offering Materials.

- 18.2 None of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities, nor any of their respective directors, officers, employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Group that is not, or is not reasonably expected to be, included in each of Prospectus, the Preliminary Offering Circular and the Offering Circular.

19 Experts

- 19.1 Each of the experts named in the section headed “Appendix IV — Statutory and General Information — E. Other Information — 10. Qualifications of Experts” of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular and has not withdrawn its consent.
- 19.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any counsel for the Company or the Joint Sponsors in connection with the Global Offering (the “**Relevant Reports**”) are, and will remain, complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is and will remain 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, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Joint Sponsors, any other professional advisors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular) in connection with the Global Offering and the Listing, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information or documents which have not been provided the result of which would make the information or documents so received misleading.
- 19.3 (A) The factual contents of the Relevant Reports are considered by the Warrantors to be reasonable and appropriate in all material respects; (B) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any counsel for the Company or the Joint Sponsors in the Relevant Reports are considered by the Warrantors to be reasonable and appropriate; (C) the market positioning of the Company contained in the industry report are considered by the Warrantors to be accurately represented, reasonable and not misleading; (D) no facts have come to the attention of the Warrantors or any of their respective directors or officers that have caused them to believe that the Relevant Reports, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (E) the industry report prepared by the Industry Consultant was prepared at the Company’s request based on a contractual arrangement which the Company negotiated on an arms’ length basis.

20 Material Contracts, business and connected transactions

- 20.1 (A) All material contracts to which a member of the Group is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction; none of the Material Contracts will, without the written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), be terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and no member of the Group nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by any member of the Group or, to the Company’s best knowledge, any other party to such Material Contract; (B) no member of the Group has been informed by any counterparties to its Material Contracts that such member is in breach of any terms thereof; (C) each of the Material Contracts disclosed in the section of the Prospectus, the Preliminary Offering Circular and the PHIP headed “Appendix IV — Statutory and General Information — B. Further Information About Our Business — 1. Summary of Material Contracts” has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.2 No member of the Group has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by any member of the Group (as applicable) on six months’ notice or less).
- 20.3 The Company does not have any reason to believe that any significant supplier or customer of any member of the Group is considering ceasing to deal with the Company or the relevant members of the Group or reducing the extent or value of its dealings with relevant member(s) of the Group.
- 20.4 No member of the Group 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.
- 20.5 No member of the Group 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.
- 20.6 No member of the Group nor any of their respective Affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where such member has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 20.7 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering, there will be no connected transactions (as defined under the Listing Rules) between any member of the Group and a Connected Person of the Group subsisting immediately upon completion of the Global Offering. There are no relationships or transactions not in the ordinary course of business between any member of the Group and their respective customers or suppliers.

- 20.8 In respect of the connected transactions (as defined in the Listing Rules) of the Group (the “**Connected Transactions**”) disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.
- 20.9 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group, on the one hand, and any substantial shareholder or any current or former director, supervisor or officer of a member of the Group or any person connected with such director, supervisor or officer (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other.
- 20.10 None of the Warranting Shareholders, directors or officers of any member of the Group or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of a member of the Group; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Prospectus Date been acquired or disposed of by or leased to any member of the Group; or (C) is or will be interested in any agreement or arrangement with a member of the Group which is subsisting at each (i) the date of this Agreement; (ii) the Prospectus Date; (iii) the Price Determination Date; and (iv) the Listing Date and which is material in relation to the business of such member.
- 20.11 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director’s certificate, personal details form for Directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Stock Exchange, the Company and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIIs and/or the Underwriters, and such authority and confirmations remain in full force and effect.
- 20.12 There are no relationships or transactions not in the ordinary course of business between any member of the Group, on the one hand, and their respective customers, suppliers or business partners, on the other.

- 20.13 There is no contract, agreement or understanding between any member of the Group, on the one hand, and any third party, on the other, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business.
- 20.14 There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by any member of the Group for the benefit of any of the officers, directors or director nominees of a member of the Group or any of their respective family members; and no member of the Group has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan for any officer, director or director nominee of a member of the Group.

21 Historical changes

- 21.1 The descriptions of the structures, events, transactions, arrangements and documents (the “**Historical Changes Documents**”) relating to the ownership and corporate structure of the Group and the issuance of, and transfers and changes in the share capital of the Group (collectively, the “**Historical Changes**”) as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular headed, respectively, “History, Reorganization and Corporate Structure” and “Appendix IV — Statutory and General Information” are complete, true and accurate in all respects and not misleading.
- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the memorandum articles of association or other constituent or constitutive documents or the business license (as applicable) of such member; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which such member is a party or by which such member is bound or its properties or assets may be bound or affected; (C) any Laws applicable to any member of the Group or any of their respective properties or assets; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over any member of the Group.
- 21.4 Neither the events and transactions relating to the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any property or assets of any member of the Group; or (B) has rendered any member of the Group liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountants’ Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.
- 21.5 All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required or advisable in connection with the events

and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Group and is necessary for its operations has been validly and legally transferred, renewed or maintained; and 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 Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

- 21.6 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 documents or agreements, written or oral, relating to any member of the Group and/or the Warranting Shareholders (where applicable) in connection with the events and transactions relating to the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters and/or the legal and other professional advisors to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.
- 21.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best knowledge of the Warrantors, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular headed “History, Reorganization and Corporate Structure” and “Appendix IV — Statutory and General Information”.

22 Taxation

- 22.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of members of the Group for Taxation purposes have been duly and timely filed; and all such returns, reports and filings are up to date and are complete, true and accurate in all respects and are not the subject of any dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each member of the Group have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Group in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited consolidated financial statements as set out in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Group was then or might reasonably be expected thereafter to become or have become liable; no member of the Group has received written notice of any audit or Tax deficiency that has been asserted against such member that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Group in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of any member of the Group other than liens for Taxes (A)

currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Group in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

- 22.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Group are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority.
- 22.3 No stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of any member of the Group or any Underwriters to the PRC, Hong Kong, the Cayman Islands, the United States or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the offer, sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement; (C) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Agreements; (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular; (E) the deposit of the Offer Shares with HKSCC; or (F) the transactions contemplated under the Historical Changes completed prior to the date of this Agreement.
- 22.4 No member of the Group has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.
- 22.5 Under existing Laws of Hong Kong and the Cayman Islands, holders of the Offer Shares are not subject to withholding tax, income tax or any other Taxes or duties imposed by any court or Authority of Hong Kong or the Cayman Islands in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

23 Dividends

- 23.1 Dividends and other distributions 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 the PRC, Hong Kong, the Cayman Islands, the United States or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.
- 23.2 No member of the Group is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests or partnership interests of or in such member, from repaying to the Company any loans or advances to such member from the Company, or from transferring any of the properties or assets of such member to the Company or to any other member of the Group; such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

24 Litigation and other proceedings

- 24.1 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or threatened or contemplated by or before any Authority, to which any member of the Group, or any of their respective directors, officers, employees or Affiliates, is or may be a party or to which any properties, assets, products or services of any member of the Group, or any of their respective directors or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which would or could reasonably adversely affect the power or ability of any of the Warrantors to perform its/his obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular and are not so described; 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.
- 24.2 None of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities, nor any person acting on behalf of any of them, has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started, threatened or contemplated or judgment been rendered (A) to wind up, make bankrupt, dissolve, deregister, liquidate, make dormant, or eliminate the Company or any of the Subsidiaries, the Consolidated Affiliated Entities and the Warranting Shareholders (as applicable); (B) to withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required to conduct business or any operation of any member of the Group; or (C) to adversely affect the completion of the Global Offering.

25 Market conduct

- 25.1 None of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities or their respective Affiliates, or any of their respective directors, officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the 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 Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 25.2 Except for the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with the terms of this Agreement, the International Underwriting Agreement, the Stock Borrowing Agreement and as disclosed in the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular, none of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities or their respective Affiliates, or any of their respective directors, officers, agents or employees, or 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 stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any

security of the Company or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the SFO, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the International Underwriters or any person acting for them as Stabilizing Manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its Affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.

- 25.3 None of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities, nor any of their respective directors, officers, agents or employees, or any person acting on behalf of any of them has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular. No member of the Group, nor any of their respective directors, officers, agents, employees, or any person acting on behalf of any of them, is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.

26 Immunity

- 26.1 None of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities, nor any of their respective properties, assets or revenues, is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to any right of immunity on the grounds of sovereignty or crown status or otherwise from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantors in Clause 16.7 not to plead or claim any such immunity in any legal action, suit or proceeding arising out of or based on this Agreement and the International Underwriting Agreement or the transactions contemplated hereby or thereby is legal, valid and binding under the Laws of the PRC, Hong Kong, the Cayman Islands and the United States and any other applicable jurisdiction.

27 Choice of law and dispute resolution

- 27.1 The choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong, the Cayman Islands and the PRC; each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong, the Cayman Islands and the PRC; the agreement of the Company to resolve any dispute by arbitration at the HKIAC pursuant to Clause 16, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Company under this Agreement and the International Underwriting Agreement to arbitration, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that the International Underwriting 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, the Cayman Islands and the PRC and will be respected by the courts of Hong Kong, the Cayman Islands and the PRC; and any award obtained in the HKIAC arising out of or in relation to the obligations

of the Warrantors under the International Underwriting Agreement will be recognized and enforced in the courts of Hong Kong, the Cayman Islands and the PRC, subject to the conditions described in each of the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular.

- 27.2 It is not necessary under the Laws of Hong Kong, the PRC, the Cayman Islands and the United States that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of Hong Kong, the PRC, the Cayman Islands and the United States as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong, the PRC, the Caymans Islands and the United States (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

28 Professional investor

- 28.1 Each of the Warrantors has read and understood the 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 Warrantors, and “**we**” or “**us**” or “**our**” shall mean the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs and the Underwriters.

29 No other arrangements relating to sale of Offer Shares

- 29.1 There are no contracts, agreements or understandings between any of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities, on the one hand, and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement), on the other, that would give rise to any claim against any member of the Group or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares; no member of the Group has incurred any liability for any finder’s or broker’s fee or agent’s commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or disclosed by the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular.
- 29.2 No member of the Group has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Operative Documents. There are no contracts, agreements or understandings entered into by any member of the Group or any of the Warranting Shareholders in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Joint Sponsors and the Overall Coordinators.
- 29.3 No preferential treatment has been or will be given to any existing shareholders or their respective Close Associates by virtue of their relationship with the Company in any allocation in the International Offering, in compliance with Chapter 4.15 of the Guide.

30 Research

- 30.1 With respect to any research reports issued by an Underwriter, none of the Warrantors, the Subsidiaries and the Consolidated Affiliated Entities, nor any of their respective directors, officers or employees, has or will have provided any research analysts with any material information, including forward-looking information (whether quantitative or qualitative) about

the Group that is not included the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.

31 United States securities laws and related matters

- 31.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters or the Overall Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.
- 31.2 None of the Warrantors and their respective Affiliates nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.
- 31.3 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 31.4 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

32 Directors, officers and shareholders

- 32.1 Any certificate signed by any of the Warrantors or by any director or officer or representative of the Warrantors (to the extent applicable) and delivered to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by such Warrantors, as to matters covered thereby, to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.
- 32.2 Any subscription or purchase of the Offer Shares by a Director or his/her Associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of, and Appendix F1 to the Listing Rules.
- 32.3 All the interests or short positions of each of the Directors, chief executive of the Company and the Warranting Shareholders in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the SFO) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the SFO, or which will be required pursuant to section 352 of the SFO to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.
- 32.4 The Directors have been duly and validly appointed and are the only Directors of the Company, and collectively have the experience, qualifications, competence and integrity to manage the Company’s business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an

understanding of the nature of their obligations and those of the Company as a company listed on the Main Board under the Listing Rules and other legal or regulatory requirements relevant to their roles. There are no other directors of the Company that have not been disclosed in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.

- 32.5 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 32.6 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, none of the Directors has a service contract with a member of the Group which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.
- 32.7 No member of the Group has any outstanding loans to any of their respective directors or any of their respective spouses, children or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest.

33 Contractual Arrangements

- 33.1 The description of the corporate structure of each member of the Group, the shareholders of the Consolidated Affiliated Entities and the Contractual Arrangements as set forth in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular in the section headed “Contractual Arrangements” is true and accurate and nothing has been omitted from such description which would make it misleading.
- 33.2 There is no other material agreement, contract or other document relating to the corporate structure or the operation of the Group, taken as a whole, which has not been previously disclosed or made available to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters and disclosed in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular.
- 33.3 Each Contractual Arrangement has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and legally binding obligation of the parties thereto, enforceable in accordance with its terms; no Governmental Authorization is required for the performance of the obligations under any Contractual Arrangement by the parties thereto; no Governmental Authorization that has been obtained is being withdrawn or revoked or is subject to any condition precedent which has not been fulfilled or performed; the corporate structure of the Company complies with all applicable laws and regulations of the PRC, and neither the corporate structure nor the Contractual Arrangements violate, breach, contravene or otherwise conflict with any applicable laws of the PRC; and there is no legal or governmental proceeding, inquiry or investigation pending against any member of the Group or shareholders of the Consolidated Affiliated Entities in any jurisdiction challenging the validity of any of the Contractual Arrangements, and to the best knowledge of the Warrantors, no such proceeding, inquiry or investigation is threatened in any jurisdiction.
- 33.4 The execution, delivery and performance of each Contractual Arrangement by the parties thereto do not and will not (i) result in a breach or violation of any of the terms and provisions 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) (A) the memorandum and articles of association or other constituent or constitutive documents of any member of the Group; (B) any

statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over any member of the Group or any of their respective properties, or any arbitration award; or (C) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or to which any of the properties of a member of the Group is subject, or (ii) result in the imposition of any lien, encumbrance, equity or claim upon any property or assets of any member of the Group, except, in each of the limbs (i) and (ii) above, as would not individually or in the aggregate result in a Material Adverse Effect; each Contractual Arrangement is in full force and effect and none of the parties thereto is in breach or default in the performance of any of the terms or provisions of such Contractual Arrangement; and none of the parties to any of the Contractual Arrangements has sent or received any communication regarding termination of, or intention not to renew, any of the Contractual Arrangements, and to the best knowledge of the Warrantors, no such termination or non-renewal has been threatened by any of the parties thereto.

- 33.5 The Company possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Consolidated Affiliated Entities, through its rights to authorize the shareholders of the Consolidated Affiliated Entities to exercise their voting rights.

Part B: Additional representations and warranties of the Warranting Shareholders

Each of Warranting Shareholders represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters and each of them as follows:

1 Information about the Warranting Shareholders

- 1.1 All the information with respect to the Warranting Shareholders included in the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.
- 1.2 All information with respect to the Warranting Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Warranting Shareholders and/or any of their directors, officers, employees, Affiliates and/or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters, any of the legal and other professional advisors to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the Listing (including, without limitation, the CSRC Filings, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Offering Documents or provided for or in the course of due diligence or the discharge by the Joint Sponsors of its obligations as sponsor under the Listing Rules, and the submissions or applications to, or the responses to queries and comments raised by the CSRC, the Stock Exchange, the SFC or any applicable Authority) was, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

2 Capacity

- 2.1 Each of the Warranting Shareholders (other than individuals) has been duly incorporated and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular and is capable of suing and being sued in its own name.
- 2.2 Each of the Warranting Shareholders has full right, capacity, power and authority (corporate and other) to execute, deliver and perform this Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party.

3 Execution and authorization

- 3.1 This Agreement and the Operative Documents have been duly authorized, executed and delivered by each of the Warranting Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement and the Operative Documents, constitute legal, valid and binding agreements of each of the Warranting Shareholders, enforceable against each of the Warranting Shareholders in accordance with their respective terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

- 3.2 The execution and delivery of this Agreement and each of the Operative Documents to which any of the Warranting Shareholders is a party and/or which should be executed by the Warranting Shareholders, the issuance and sale of the Offer Shares, the Listing, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms of this Agreement or of those agreements, 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, lapse of time, fulfilment of any condition and/or compliance with any formality, 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 any Encumbrance on any property or assets of any of Warranting Shareholders pursuant to: (A) the articles of association or other organizational or constitutional documents or the business license of any of the Warranting Shareholders (as applicable); (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 of the Warranting Shareholders is a party or by which any of the Warranting Shareholders or any of his/her/its properties or assets is or may be bound or affected; or (C) any Laws applicable to any of the Warranting Shareholders or any of his/her/its properties or assets, or any judgment, order or decree of any Authority having jurisdiction over such Warranting Shareholder; or (D) result in the creation or imposition of any Encumbrance on any property or assets of any of the Warranting Shareholders.
- 3.3 None of the Warranting Shareholders is in breach or violation of or in default under (nor has any event occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, 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 organizational or constitutional documents or its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which he/she/it is a party or by which he/she/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/she/it or any of its properties or assets, with such exceptions in the case of (B) and (C) as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.
- 3.4 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Warranting Shareholders or any of his/her/its properties or assets, or otherwise from or with any other persons, required in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering; (D) the performance by the Warranting Shareholders of any of their obligations under this Agreement and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and each of the agreements relating to the Global Offering to which any of the Warranting Shareholders is a party; (E) the deposit of the Offer Shares with HKSCC; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and to the best knowledge of the Warranting Shareholders, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 3.5 (A) There are no legal, arbitral or governmental proceedings, investigations or enquiries under any Laws or by or before any Authority pending or, to the best knowledge of the Warranting Shareholders, threatened, to which any of the Warranting Shareholders is or may be a party or

to which any of its properties or assets is or may be subject, at law or in equity, before or by any Authority; (B) there is no Law that has been enacted, adopted or issued that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which would, or could reasonably be expected to, materially and adversely affect the power or ability of the Warranting Shareholders to perform their obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents, or otherwise materially and adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proofs or the Preliminary Offering Circular and are not so described.

4 Compliance with Laws

- 4.1 None of the Warranting Shareholders nor, to the best knowledge of the Warranting Shareholders, any of their respective Affiliates, directors, officers, or employees nor any agent or advisor acting on behalf of the Warranting Shareholders has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit or the giving of anything of value to any Governmental Official or to any person under circumstances where the Warranting Shareholders or any of its respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Warranting Shareholders knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the PRC, Hong Kong, the Cayman Islands, the United States or any other jurisdiction; (iii) violated, is in violation of or engaged in any activity or conduct that would constitute an offence under any Anti-Corruption Laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. Each of the Warranting Shareholders (as applicable) has instituted, and maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with the Anti-Corruption Laws and the Warranties contained herein; and no action, suit, claim, demand, investigation, judgment, award or proceeding of any nature or enquiry by or before any Authority (“**Actions**”) involving any of the Warranting Shareholders with respect to the Anti-Corruption Laws is pending or, to the best knowledge of the Warranting Shareholders, threatened or contemplated.
- 4.2 Each of the Warranting Shareholders is and has been conducted at all times in compliance with all applicable Anti-Money Laundering Laws. Each of the Warranting Shareholders has instituted and maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with the Anti-Money Laundering Laws and the Warranties contained herein, and no Actions involving any of the Warranting Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Warranting Shareholders, threatened or contemplated.
- 4.3 None of the Warranting Shareholders nor, to the best knowledge of the Warranting Shareholders, any of their respective directors, officers, nor any agent or Affiliates or any employees, agent or advisor acting on behalf of the Warranting Shareholders, is currently subject to or target of any Sanctions Laws and Regulations, nor is any of the Warranting Shareholders located, organized or resident in a country, region or territory that is the subject or the target of any Sanctions Laws and Regulations.

- 4.4 The Warranting Shareholders will cause the Group not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of such funding or facilitation, is or whose government is the subject or the target of Sanctions Laws and Regulations; (ii) to fund or facilitate any activities of or business in any Sanctioned Country; or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions Laws and Regulations.
- 4.5 Each of the Warranting Shareholders has not engaged in, is not now engaged in and will not engage in any activities, dealings or transactions with any person that at the time of such activity, dealing or transaction is or was the subject or the target of Sanctions Laws and Regulations or with any Sanctioned Country.
- 4.6 There are no Actions to which any of the Warranting Shareholders is a party or to which any of the properties of the Warranting Shareholders is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Effect or affect the power or ability of the Warranting Shareholders to perform any of their respective obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, or to consummate any of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering; and, to the best knowledge of the Warranting Shareholders, no event has occurred which could reasonably be expected to give rise to such Actions.

5 Connected transactions

- 5.1 (A) The Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular or notified to the have been entered into and carried out, and will be carried out, in the ordinary course of business and on commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole; and (B) the Connected Transactions as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and in full force and effect.

6 Immunity

- 6.1 The Warranting Shareholders and their respective properties, assets or revenues, are not entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of judgment, or from other Actions for the giving of any relief or for the enforcement of any judgment or arbitral award.

7 Winding-up

- 7.1 None of the Warranting Shareholders (where applicable) nor any person acting on behalf of any of them have taken any action nor have any Actions under any Laws been started or, to the best knowledge of the Warranting Shareholders, threatened, to (A) liquidate, wind up, dissolve, deregister, make dormant or eliminate any member of the Group or any of the Warranting Shareholders; (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of their respective properties or assets, required in order to conduct the business of Group; or (C) to adversely affect the completion of the Global Offering.

- 7.2 The Warranting Shareholders have not, at any time during the six-month period immediately prior to the completion of the Global Offering, sold, transferred or conducted any private placement of the Shares held by, or otherwise beneficially owned by the Warranting Shareholders.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal documents

1. Four certified true copies of the written resolutions of the shareholders of the Company dated November 11, 2025, in relation to the Global Offering referred to in the section headed “Statutory and General Information — A. Further Information About Our Group — 4. Resolutions of Our Shareholders dated November 11, 2025” in Appendix IV to the Prospectus.
2. Four certified true copies of the Long Board Resolutions, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
3. Four certified copies of the minutes of a meeting (or written resolutions) of the governing body of each of SJY Family Holdings Limited, Mars Legend, Mars Digitech Limited, SJY Trust, Mercury Valley Limited, JHY Family Holdings Limited, Mercury Digitech Limited and JHY Trust approving, among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and the performance of, its obligations hereunder and thereunder.
4. Four certified true copies of the Registrar’s Agreement duly signed by the parties thereto.
5. Four certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
6. Four certified true copies of each of the certificate of incorporation and certificate of incorporation on change of name of the Company.
7. Four certified true copies of the Articles of Association which shall become effective upon the Listing Date.
8. Four certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; (ii) the certificate of registration of alteration of name of registered non-Hong Kong company; and (iii) the current business

registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

9. Four certified true copies of the service agreements or letters of appointment of each of the Directors.
10. Four certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.
11. Four certified true copies of each of the material contracts referred to in the section headed “Statutory and General Information — B. Further Information About Our Business — 1. Summary of Material Contracts” in Appendix IV to the Prospectus (other than this Agreement) duly signed by the parties thereto.
12. Four certified true copies of the undertaking from each of the Warranting Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
13. Four certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

14. Four printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
15. Four signed originals of the signature pages to the Verification Notes (for the Prospectus and the CSRC Filing Report, respectively), each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys) (as applicable).
16. Four signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
17. Four signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
18. Four signed originals of the letter(s) from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter(s) shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
19. Four signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, *inter alia*, the various financial disclosures contained in the Prospectus.
20. Four signed originals of the legal opinion from the Company’s PRC Counsel, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.

21. Four signed originals of the letter from the Company's Cayman Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter summarizes certain aspects of the law of the Cayman Islands referred to in Appendix III to the Prospectus.
22. Four signed originals of the legal opinion from the Company's Cayman Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, relating to (i) the due incorporation and subsistence of the Company and (ii) certain other matters of the law of the Cayman Islands pertaining to the Global Offering.
23. Four signed originals of the legal opinion from the Company's BVI Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of Mars Legend, SJY Family Holdings Limited, Mars Digitech Limited, Mercury Valley Limited, JHY Family Holdings Limited and Mercury Digitech Limited.
24. Four signed originals of the legal opinion from the Underwriters' PRC Counsel, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.
25. Four originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
26. Four signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
27. Four signed originals of the IT audit report prepared by the IT audit consultant of the Company, KPMG Advisory (China) Ltd., Beijing Branch.
28. Four signed originals of the data compliance due diligence report dated the Prospectus Date prepared by the data compliance advisor of the Company, Commerce & Finance Law Offices, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
29. Four certified true copies of the letter from each of the experts referred to in the section headed "Statutory and General Information — E. Other Information — 10. Qualifications of Experts" of Appendix IV to the Prospectus (except for the Joint Sponsors), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
30. Four certified true copies each of the certificate given by the relevant translator relating to the translation of the Prospectus and the certificate issued by Donnelley Financial Solutions as to the competency of such translator.
31. Four certified true copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
32. Four certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
33. Four certified copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).

34. Four certified true copies of the Compliance Advisor Agreement.
35. Four signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
36. Four certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the Listing.

Part B

1. Four signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, *inter alia*, the various financial disclosures contained in the Prospectus.
2. Four signed originals of the Regulation S comfort letter from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, *inter alia*, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Four signed originals of the bringdown Regulation S comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters, and in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, *inter alia*, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Four signed originals of the closing legal opinion from the Company's PRC Counsel (including a bringdown opinion of item 20 of Part A), dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.
5. Four signed originals of the legal opinion from the Company's Cayman Counsel (including a bringdown opinion of item 22 of Part A), dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, relating to (i) the due incorporation and subsistence of the Company and (ii) certain other matters of the law of the Cayman Islands pertaining to the Global Offering.
6. Four signed originals of the legal opinion from the Company's BVI Counsel (including a bringdown opinion of item 23 of Part A), dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of Mars Legend, SJY Family Holdings Limited, Mars Digitech Limited, Mercury Valley Limited, JHY Family Holdings Limited and Mercury Digitech Limited.
7. Four signed originals of the closing legal opinion from the Underwriters' PRC Counsel (including a bringdown opinion of item 24 of Part A), dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of PRC Laws.
8. Four signed originals of the Hong Kong closing legal opinion from the Company's HK Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Four signed originals of the legal opinion from the legal advisor to Futu Trustee Limited (being the trustee of each of SJY Trust and JHY Trust), dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

10. Four signed originals of the data compliance due diligence report dated the Listing Date prepared by the data compliance advisor of the Company, Commerce & Finance Law Offices, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Four signed originals of the U.S. no registration legal opinion from the Company's HK Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. Four signed originals of the Hong Kong closing legal opinion from the Underwriters' HK Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
13. Four signed originals of the U.S. no registration legal opinion from the Underwriters' HK Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
14. Four signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
15. Four originals of the certificate signed by the chief executive officer and the chief financial officer of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
16. Four originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
17. Four originals of the certificate signed by the chief financial officer of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
18. Four originals of the certificate of the Warranting Shareholders, dated the Listing Date, and in the form set out in Exhibit D to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Warranting Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
19. Four certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
20. Four certified true copies of the Form F (FFD004M) submitted by the Company on FINI.
21. Four certified true copies of the letter from the Stock Exchange approving the Listing.
22. Four originals of Mars Legend's signature page to the Stock Borrowing Agreement.

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 will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for the Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Website
Stock Exchange's website	http://www.hkexnews.hk/
The Company's website	http://www.quantgroup.com/

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for

you without your specific authority; and

- (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
- 3. 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.
- 4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
- 5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

- 1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);

- (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or
 - (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);
- and
- (iii) a partnership having:
 - (A) a portfolio of not less than \$8 million; or
 - (B) total assets of not less than \$40 million,
 at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.
2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.
 3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 3.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on

corporate finance work;

- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

3.2 Client agreement

- (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (v) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:
 - (A) a portfolio on the individual’s own account;
 - (B) a portfolio on a joint account with the individual’s associate;
 - (C) the individual’s share of a portfolio on a joint account with one or more persons other than the individual’s associate;
 - (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual’s share of a portfolio on a joint account with one or more persons other than the individual’s associate is:

- (A) the individual’s share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

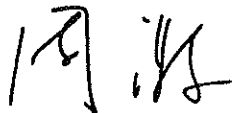
- (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

- (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
- 5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this SCHEDULE 7.

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

SIGNED by ZHOU HAO
for and on behalf of
QUANTGROUP HOLDING LIMITED
(量化派控股有限公司)

)
)
)
)
)



WARRANTING SHAREHOLDERS

SIGNED by YU Ka Yan Michelle
for and on behalf of
SJY FAMILY HOLDINGS LIMITED

)
)
)
)

and on behalf of
SJY Family Holdings Limited

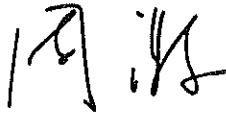
For and on behalf of
Futu Corporate Service Limited
富途企業服務有限公司

.....
Authorized Signature(s)

WARRANTING SHAREHOLDERS

SIGNED by [ZHOU HAO]
for and on behalf of
MARS LEGEND LIMITED

)
)
)
)
)

A handwritten signature in black ink, appearing to be '周浩' (Zhou Hao), written in a cursive style. It is positioned to the right of the closing parentheses of the signature block.

WARRANTING SHAREHOLDERS

SIGNED by [ZHOU HAO]
for and on behalf of
MARS DIGITECH LIMITED

)
)
)
)
)

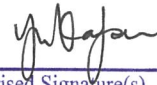
周浩

WARRANTING SHAREHOLDERS

SIGNED by YU Ka Yan Michelle
for and on behalf of
FUTU TRUSTEE LIMITED
(as trustee of each of SJY Trust and JHY Trust

For and on behalf of
Futu Trustee Limited

)
)
)
)



Authorised Signature(s)
Trust or Company Service Provider Licence
(Licence Number: TC006475)

WARRANTING SHAREHOLDERS

SIGNED by [SUN JINGHUI]
for and on behalf of
MERCURY VALLEY LIMITED

)
)
)
)

孙靖淮

WARRANTING SHAREHOLDERS

SIGNED by YU Ka Yan Michelle
for and on behalf of
JHY FAMILY HOLDINGS LIMITED

For and on behalf of
JHY Family Holdings Limited

For and on behalf of
Futu Corporate Service Limited
富途企業服務有限公司

.....
Authorized Signature(s)

WARRANTING SHAREHOLDERS

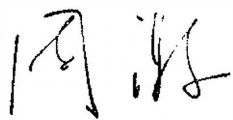
SIGNED by SUN JINGHUI
for and on behalf of
MERCURY DIGITECH LIMITED

)
)
)
)

孙靖淮

WARRANTING SHAREHOLDERS

SIGNED by

A handwritten signature in black ink, appearing to be the Chinese characters '周浩' (Zhou Hao), written in a cursive style.

Dr. ZHOU Hao

WARRANTING SHAREHOLDERS

SIGNED by

孙靖淮

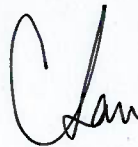
MS. SUN Jinghuai

SIGNED by WAN CHEN)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
(for itself and as attorney for and on behalf of)
each of the other Hong Kong Underwriters))
)

陈冠

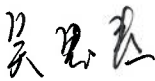
SIGNED by CYNTHIA LAU
for and on behalf of
CITIC SECURITIES (HONG KONG)
LIMITED

)
)
)
)
)

A handwritten signature in black ink, appearing to read 'C Lau', is written over the closing parentheses of the signature block.

SIGNED by **SITAO WU**
for and on behalf of
CITIC SECURITIES (HONG KONG)
LIMITED

)
)
)
)
)



SIGNED by LAM, STEVE KWOK LEUNG)
for and on behalf of)
CLSA LIMITED)
(for itself and as attorney for and on behalf of)
each of the other Hong Kong Underwriters))



独家购买权协议之再次修订与重述

本独家购买权协议之再次修订与重述（下称“本协议”）由下列各方于 2023 年【03】月【10】日在中华人民共和国（下称“中国”）【北京】市签订：

甲方：杭州量化派科技有限公司

统一社会信用代码：91330108MABLK30G4D

住所：浙江省杭州市滨江区长河街道长江路 336 号 9 幢 11346 室（自主申报）

法定代表人：周灏

乙方：北京喜推科技有限公司

统一社会信用代码：91110115MA7GMA6D60

住所：北京市大兴区欣雅街 15 号院 1 号楼 3 层 301

法定代表人：周灏

丙方 1：量子数科科技有限公司

统一社会信用代码：91110108318147571P

住所：北京市海淀区丹棱街 3 号 B 座 7 层 53 单元

法定代表人：周灏

丙方 2：北京量化派科技有限公司

统一社会信用代码：91110108MA00D16A0J

住所：北京市海淀区彩和坊路 8 号 9 层 902

法定代表人：汪峰

丁方 1：周灏

公民身份号码：510625198004060016

住址：北京市朝阳区孙河西路 9 号院南区 25 号楼 10 号

丁方 2：北京木星山石企业管理合伙企业（有限合伙）

住所：北京市石景山区八大处路 49 号院 6 号楼二层 2524 号

执行事务合伙人：于善玲

丁方 3：北京金星力量企业管理合伙企业（有限合伙）

住所：北京市石景山区八大处路 49 号院 6 号楼二层 2525 号

执行事务合伙人：于善玲

丁方 4：阳光人寿保险股份有限公司

住所：海南省三亚市迎宾路 360-1 号三亚阳光金融广场 16 层
法定代表人：李科

丁方 5：亚东星辰创业投资有限公司

住所：西藏亚东县城东路 8 号
法定代表人：潘东辉

丁方 6：高榕资本（深圳）投资中心（有限合伙）

住所：深圳市南山区沙河街道香山街社区侨城东路 99 号深南电路有限公司 1 层 101-0705

执行事务合伙人：高榕资本（深圳）投资咨询中心（有限合伙）

丁方 7：宁波众合众惠投资管理合伙企业（有限合伙）

住所：浙江省宁波市北仑区梅山七星路 88 号 1 幢 401 室 A 区 G1891
执行事务合伙人：北京大咖联盟投资管理合伙企业（有限合伙）

丁方 8：共青城尚鹏投资管理合伙企业（有限合伙）

住所：江西省九江市共青城私募基金园区 407-152
执行事务合伙人：西藏达孜致远汇才投资管理有限公司

丁方 9：上海泰融浩源企业管理合伙企业（有限合伙）

住所：上海市浦东新区三林路 84 号 1 幢 2 层
执行事务合伙人：中植投资管理有限公司

丁方 10：丽水时泰赛点股权投资基金合伙企业（有限合伙）

住所：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 幢
执行事务合伙人：丽水赛点联盟投资管理有限公司

丁方 11：珠海富海铎创信息技术创业投资基金（有限合伙）

住所：珠海市横琴金融产业服务基地 5 号楼 1-Q
执行事务合伙人：珠海富海铎创创业投资基金管理企业（有限合伙）

丁方 12：北京知本溯源科技中心（有限合伙）

住所：北京市通州区北苑南路 42 号院 6 号楼三层 3087 室
执行事务合伙人：北京知新资本投资管理有限公司

丁方 13：嘉兴知微知章股权投资基金合伙企业（有限合伙）

住所：浙江省嘉兴市南湖区南江路 1856 号基金小镇 2 号楼 112 室-8
执行事务合伙人：北京知新资本投资管理有限公司

丁方 14：丽水天亿赛点股权投资基金合伙企业（有限合伙）

住所：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 幢

执行事务合伙人：丽水赛点联盟投资管理有限公司

丁方 15：西藏嘉庆投资有限公司

住所：拉萨经济技术开发区林琼岗东一路 7 号西欣大厦 A 座 710-01 号

法定代表人：张炯明

丁方 16：亚东信齐投资管理有限公司

住所：西藏亚东县城东路 8 号

法定代表人：李苏波

丁方 17：北京将门成长创业投资中心（有限合伙）

住所：北京市海淀区北清路 164 号 17-27 号院 680 号

执行事务合伙人：将门投资管理顾问（北京）有限公司

丁方 18：上海鑫源企业管理合伙企业（有限合伙）

住所：上海市浦东新区东方路 3601 号 7 号楼五层

执行事务合伙人：宁波梅山保税港区大咖联盟投资管理有限公司

丁方 19：萍乡市狄谷投资管理合伙企业（有限合伙）

住所：江西省萍乡市安源区凤凰街迎宾路 12 号

执行事务合伙人：孙靖淮

丁方 20：海南丰升众诚企业管理合伙企业（有限合伙）

住所：海南省澄迈县老城镇老城经济开发区南一环路南侧海南生态软件园 C 地块二期工程 C16 栋 4 层 409 室

执行事务合伙人：北京丰升资本管理有限责任公司

丁方 21：海南丰升众创企业管理合伙企业（有限合伙）

住所：海南省澄迈县老城镇老城经济开发区南一环路南侧海南生态软件园 C 地块二期工程 C16 栋 4 层 408 室

执行事务合伙人：北京丰升资本管理有限责任公司

（在本协议中，丙方 1 至丙方 2 合称为“丙方”，丁方 1 至丁方 21 合称为“丁方”，甲方、乙方、丙方和丁方以下各称为“一方”，合称为“各方”。）

鉴于：

1. 甲方是一家根据中国法律成立并存续的外商独资企业。
2. 丙方 1、丙方 2 是根据中国法律成立并存续的有限责任公司，丙方 2 是丙方 1

直接持有 100%股权的附属企业。

3. 乙方直接持有丙方 1 的 100%股权并持有全部权益。
4. 丁方为中国公民或在中国依法设立并有效存续的企业，为乙方的登记股东并合计直接持有乙方 100%的股权，具体持股比例如下：

序号	股东姓名/名称	出资金额（万元）	持股比例
1	周灏	23.7162	23.7162%
2	阳光人寿保险股份有限公司	15.4232	15.4232%
3	北京木星山石企业管理合伙企业（有限合伙）	15.0000	15.0000%
4	亚东星辰创业投资有限公司	8.7487	8.7487%
5	高榕资本（深圳）投资中心（有限合伙）	5.7589	5.7589%
6	北京金星力量企业管理合伙企业（有限合伙）	4.1173	4.1173%
7	宁波众合众惠投资管理合伙企业（有限合伙）	2.9258	2.9258%
8	共青城尚鹏投资管理合伙企业（有限合伙）	2.5930	2.5930%
9	上海泰融浩源企业管理合伙企业（有限合伙）	2.4178	2.4178%
10	萍乡市狄谷投资管理合伙企业（有限合伙）	2.3727	2.3727%
11	海南丰升众创企业管理合伙企业（有限合伙）	2.2121	2.2121%
12	海南丰升众诚企业管理合伙企业（有限合伙）	1.9000	1.9000%
13	丽水时泰赛点股权投资基金合伙企业（有限合伙）	1.8972	1.8972%
14	珠海富海铎创信息技术创业投资基金（有限合伙）	1.8725	1.8725%
15	北京知本溯源科技中心（有限合伙）	1.8058	1.8058%
16	嘉兴知微知章股权投资基金合伙企业（有限合伙）	1.6951	1.6951%
17	丽水天亿赛点股权投资基金合伙企业（有限合伙）	1.6471	1.6471%
18	西藏嘉庆投资有限公司	1.4928	1.4928%
19	亚东信齐投资管理有限公司	1.1858	1.1858%
20	北京将门成长创业投资中心（有限合伙）	1.1703	1.1703%
21	上海鑫源企业管理合伙企业（有限合伙）	0.0477	0.0477%
合计		100.00	100.00%

5. 丁方在乙方股东会会议中一致并不可撤销地同意下列协议的签署：甲方、乙方、丙方 1 于 2022 年 5 月 20 日签订《股权质押协议》（下称“原股权质押协议”）

《独家购买权协议》（下称“原独家购买权协议”），约定乙方将其持有的丙方 1 的 100% 股权质押予甲方且甲方有权购买丙方 1 及其附属企业的股权及资产；甲方与丙方 1 于 2022 年 5 月 20 日签订了《独家业务合作协议》（下称“原独家业务合作协议”），约定甲方向丙方 1 及其附属企业提供独家的技术咨询、支持和相关服务，丙方 1 向甲方支付服务费；乙方于 2022 年 5 月 20 日向甲方出具《授权委托书》（下称“原授权委托书”），授予甲方享有并行使乙方就其持有的全部的丙方 1 股权享有的权益（原股权质押协议、原独家购买权协议、原独家业务合作协议、原授权委托书合称“原合约安排协议”）。

6. 丁方在乙方股东会会议中一致并不可撤销地同意下列协议的签署，且甲方、乙方、丙方 1 及丁方于 2022 年 8 月 18 日签订了《股权质押协议之修订与重述》及《独家购买权协议之修订与重述》；甲方、丙方 1 于 2022 年 8 月 18 日签订了《独家业务合作协议之修订与重述》；乙方于 2022 年 8 月 18 日向甲方出具了《授权委托书之修订与重述》，对原合约安排协议进行修订与重述（《股权质押协议之修订与重述》《独家业务合作协议之修订与重述》《授权委托书之修订与重述》及《独家购买权协议之修订与重述》合称“合约安排协议之修订与重述”）。
7. 丁方在乙方股东会会议中一致并不可撤销地同意下列协议的签署，且甲方、乙方、丙方及丁方于 2023 年【03】月【10】日签订了《股权质押协议之再次修订与重述》（下称“股权质押协议”），并签订本协议；甲方、丙方于 2023 年【03】月【10】日签订了《独家业务合作协议之再次修订与重述》（下称“独家业务合作协议”）；乙方于 2023 年【03】月【10】日向甲方出具了《授权委托书之再次修订与重述》（下称“授权委托书”），对原合约安排协议及合约安排协议之修订与重述进行再次修订与重述，并增加丙方 2 为协议签署方以使其受到各协议更有效的约束（股权质押协议、独家业务合作协议、授权委托书及本协议合称“合约安排协议之再次修订与重述”）。
8. 乙方同意通过本协议授予甲方一项独家购买权，且甲方同意接受该独家购买权用以购买乙方在丙方所持有的全部或部分股权、丙方持有的全部或部分丙方直接或间接控制的公司和其他实体（下称“**丙方附属企业**”）的股权。
9. 丙方同意通过本协议授予甲方一项独家购买权，且甲方同意接受该独家购买权用以购买丙方或丙方附属企业所持有的全部或部分资产。
10. 丁方作为乙方的登记股东一致并不可撤销地同意并确认乙方、丙方与甲方在原合约安排协议、合约安排协议之修订与重述及合约安排协议之再次修订与重述中约定的权利、权益及义务，并同意就甲方行使此等权利给予一切必要的配合。

据此，协议各方达成如下协议以资遵守：

1. 独家购买权

1.1 授予权利

乙方在此排他地且不可撤销地授予甲方一项独家购买权（下称“**股权购买权**”），允许甲方在中国法律允许的前提下按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从乙方购买，或者由甲方指定一人或多人（下称“**甲方指定的第三方**”）从乙方购买其所持有的丙方的全部或部分的股权或从丙方购买丙方持有的丙方附属企业的全部或部分的股权（下称“**标的股权**”）。甲方有权决定任何甲方指定的第三方受让并取得全部或部分的标的股权，乙方及丙方（包括丙方附属企业）不得拒绝，并应按照甲方的要求向甲方指定的第三方转让全部或部分标的股权。除甲方和甲方指定的第三方外，任何其他人均不得享有股权购买权。丙方（包括丙方附属企业）特此同意乙方向甲方授予股权购买权。本款及本协议所规定的“第三方”或“其他人”指个人、公司、合营企业、合伙企业、信托或其他非公司组织。

乙方、丙方在此排他地且不可撤销地授予甲方一项独家购买权（下称“**资产购买权**”），允许甲方在中国法律允许的前提下按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时从丙方（包括丙方附属企业）购买，或者由甲方指定的第三方从丙方（包括丙方附属企业）购买其所持有的全部或部分资产（下称“**标的资产**”）。甲方有权决定任何甲方指定的第三方受让并取得全部或部分的标的资产，乙方和丙方（包括丙方附属企业）不得拒绝，并应按照甲方的要求向甲方指定的第三方转让全部或部分标的资产。除甲方和甲方指定的第三方外，任何其他人均不得享有资产购买权。乙方和丙方（包括丙方附属企业）特此同意丙方向甲方授予资产购买权。

乙方、丙方和丁方在此同意和确认乙方根据本协议第 1.1 条的规定授予甲方该股权购买权及资产购买权并承诺将采取所有必要行动促使乙方履行其在本协议项下的所有义务，包括但不限于，通过乙方向甲方或甲方指定的第三方转让丙方的标的股权或标的资产或履行本协议项下的其他义务所要求的股东会或董事会决议或对其投赞成票。

1.2 行使步骤

以符合中国法律法规的规定为前提，甲方可根据上述第 1.1 款随时向乙方发出书面通知（下称“**购买通知**”），并具体说明（i）其和/或甲方指定的第三方将从乙方购买的股权份额或从丙方购买的丙方附属企业的股权份额（下称“**被购买的股权**”），和/或从丙方或丙方附属企业购买的资产清单（下称“**被购买的资产**”）（ii）购买方式，以及（iii）被购买的股权和/或被购买的资产的购买日/转让日。甲方行使股权购买权或资产购买权次数不限。在乙方收到购买通知后七(7)个工作日内，

乙方或丙方或丙方的附属企业（作为“**转让方**”）应与甲方和/或甲方指定的第三方签订本协议附件所附股权转让协议或资产转让协议，或甲方同意的其他版本的股权转让协议或资产转让协议，确保尽快将被购买的股权或被购买的资产转让给甲方和/或甲方指定的第三方，且应采取一切必要的行动确保尽快完成相应的所有权转移手续。

1.3 购买价及其支付

除非甲方行使股权购买权或资产购买权时所适用的中国法律法规要求对被购买的股权或资产进行评估、审计或者针对转让价格作出其他限制性规定，否则，各方同意被购买的股权和被购买的资产的购买价应为适用法律所允许的最低价格。在依据中国法律对购买价进行必要的税务代扣代缴后，购买价由甲方在被购买的股权和/或被购买的资产正式转让至甲方名下之日起7个工作日内支付至乙方和/或丙方指定的账户。

1.4 转让被购买的股权/或被购买的资产

甲方每次行使股权/资产购买权时：

(a) 乙方及丁方应促使丙方和乙方及时召开股东会会议/作出股东决定，在该会议上/决定中，应通过批准乙方向甲方和/或甲方指定的第三方转让被购买的股权和/或被购买的资产的决议，且乙方应签署确认函，同意放弃对丙方其他股东（如有）向甲方和/或甲方指定的第三方进行该次股权转让的优先购买权；丙方应促使丙方附属企业及时召开股东会会议/作出股东决定，在该会议上/决定中，应通过批准丙方/丙方附属企业向甲方和/或甲方指定的第三方转让被购买的股权和/或被购买的资产的决议，且丙方应签署确认函，同意放弃对丙方附属企业其他股东（如有）向甲方和/或甲方指定的第三方进行该次股权转让的优先购买权；丁方应促使乙方履行上述行为；

(b) 乙方/丙方（包括丙方的附属企业）应与甲方和/或甲方指定的第三方按照本协议和有关被购买的股权和/或被购买的资产的购买通知的规定，就每次转让按照本协议附件一所规定的格式或甲方同意的其他版本签订股权转让协议和/或资产转让协议及其他相关法律文件；

(c) 有关方，包括但不限于乙方、丙方（包括丙方附属企业）和丁方，应签署所有其他所需合同、协议或文件，取得全部所需的政府批准和同意，并采取所有所需行动，在不附带任何担保权益或其他权利负担的情况下，将被购买的股权和/或被购买的资产的所有权给予甲方和/或甲方指定的第三方并使甲方和/或甲方指定的第三方成为被购买的股权在工商行政管理部门登记在册的所有人（以完成工商登记为准）或被购买的资产的所有人。为本款及本协议的目的，在本款及本协议

中，“**权利负担**”包括担保、保证、抵押、质押、第三方权利或权益、任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等。但为了明确起见，不包括在本协议和股权质押协议项下产生的任何担保权益或权利负担。本款及本协议所规定的“股权质押协议”指甲方、乙方、丙方和丁方于本协议签署同日所签订的《股权质押协议之再次修订与重述》，根据股权质押协议，乙方为担保乙方及丙方能履行各方签订的本协议和甲方与丙方于本协议签署日同日签订的独家业务合作协议项下的义务等，而向甲方质押其在丙方 1 的全部股权；

(d) 乙方、丙方（包括丙方附属企业）和丁方应无条件地尽最大努力协助甲方和/或甲方指定的第三方完成就取得被购买的股权/或被购买的资产所需要的所有政府审批、许可、登记、备案以及所有必要的程序；

(e) 甲方有权将任何或所有被购买的股权转入甲方或甲方指定的第三方名下以及/或者在所有方面均以被购买的股权实益拥有人身份行事，如由此造成损失，甲方不对此承担责任；

(f) 丁方承诺采取一切行动促使乙方及丙方于甲方每次依据合约安排协议之再次修订与重述中的一项或多项协议行使股权/资产购买权时，履行应当承担的义务并采取相应的行动。

2. 有关股权、资产的承诺

2.1 有关乙方、丙方（包括丙方附属企业）和丁方的承诺

乙方、丙方（包括丙方附属企业）和丁方（如适用）在此分别并共同地作出如下承诺，且丁方承诺将采取一切努力促使和监督乙方、丙方（包括丙方附属企业）遵守如下承诺：

(a) 未经甲方事先书面同意，不得以任何形式补充、更改或修改丙方（包括丙方附属企业）的公司章程文件，增加或减少其注册资本，或以其他方式改变其股权结构。亦不得以任何方式分立、解散或者变更公司形式；

(b) 按照良好的财务和商业标准及惯例，保持丙方（包括丙方附属企业）的存续，审慎地及有效地经营其业务和处理事务，并采取一些合理行动，以确保为持续经营丙方（包括丙方附属企业）业务所需的所有执照、许可、同意及其他批准文件持续有效；

(c) 未经甲方事先书面同意，不进行任何可能对丙方（包括丙方附属企业）的资产、业务和责任构成任何不利影响的作为和/或不作为；未经甲方事先书面同意，不在本协议生效之日起的任何时间出售、转让、抵押或以其他方式处置丙方（包括丙方附属企业）的任何资产（日常

业务经营所需的人民币 100 万元以内的资产除外）、业务或收入的合法或受益权益，或允许在其上设置包括担保权益在内的任何其他权利负担，但乙方根据股权质押协议在其持有的丙方 1 股权上设置的股权质押、乙方于本协议签署之日向甲方签发的授权委托书在该股权上设置的权益除外；

(d) 未经甲方事先书面同意，乙方和丙方不发生、承继、保证或容许存在任何债务，但(i)正常或日常业务过程中产生而不是通过贷款方式产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

(e) 一直在正常业务过程中经营丙方（包括丙方附属企业）的所有业务，以保持丙方（包括丙方附属企业）的资产价值，不进行任何不利于其经营状况和资产价值的作为和/或不作为；

(f) 未经甲方事先书面同意，乙方和丙方不得签订或促使丙方（包括丙方附属企业）签订任何重大合同（就本段而言，如果一份合同的价值超过人民币十（100）万元，即被视为重大合同），但在正常业务过程中签订的合同及与甲方或甲方的母公司或甲方的任何附属公司签订的合同除外；亦不得促使丙方（包括丙方附属企业）终止任何重大合同，或签订任何与现有重大合同存在实质冲突的合约；

(g) 未经甲方事先书面同意，不得促使丙方（包括丙方附属企业）以任何名义豁免任何第三方的债务、向任何人提供贷款或担保或保证、允许任何第三方在其资产或权益上设置任何其他担保权益；

(h) 应甲方要求，向其提供所有关于丙方（包括丙方附属企业）的营运和财务状况的资料；

(i) 应甲方要求，从甲方接受的保险公司处购买和一直持有有关丙方（包括丙方附属企业）资产和业务的保险，维持的保险金额和险种应按照与丙方（包括丙方附属企业）在同一地区经营类似业务和拥有类似财产或资产的公司通常投保的金额和险种一样或具有同等水平；

(j) 未经甲方事先书面同意，不得促使或允许丙方（包括丙方附属企业）与任何人合并或联合、被任何人收购、收购任何人或向任何人投资；

(k) 在中国法律允许的前提下，如经甲方随时要求，应向甲方和/或甲方指定的第三方在任何时间无条件地立即转让乙方在丙方中拥有的全部或部分股权/或丙方在丙方附属企业中拥有的全部或部分股权，并放弃其对丙方/丙方附属企业其他股东（如有）向甲方或甲方指定的第三方转让的股权所享有的优先购买权（在任何适用的情况下），且应积极地协助办理转让相关的所有事宜，包括但不限于签署必要的文件，协助将股权转让登记于工商行政管理部门；

(l) 乙方和丙方应当立即通知甲方发生或可能发生与丙方（包括丙方附属企业）资产、业务、股权和收入有关的任何争议、诉讼、仲裁或行政程序以及可能对丙方（包括丙方附属企业）的存续、业务经营、财务状况、资产或商誉产生不利影响的状况，并根据甲方的合理指示采取一切必要措施；

(m) 为保持丙方（包括丙方附属企业）对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的权利主张或对所有索偿进行必要和适当的抗辩；

(n) 未经甲方事先书面同意，应确保丙方（包括丙方附属企业）不得以任何形式派发股息予其股东，但一经甲方书面要求，丙方（包括丙方附属企业）应在中国法律所允许的前提下立即将所有可分配利润分配给其股东；

(o) 除非中国法律强制要求，未经甲方书面同意，丙方（包括丙方附属企业）不得解散或清算。若依据中国法律强制要求丙方（包括丙方附属企业）进行清算或解散，则乙方作为丙方 1 的登记股东或丙方作为丙方附属企业的登记股东，应当以中国法律所允许的最低价格，将其在丙方/丙方附属企业清算或解散后取得的剩余款项转让给甲方和/或甲方指定的第三方；乙方作为丙方 1 的登记股东/丙方作为丙方附属企业的登记股东在届时适用及有效的中国法律所允许的范围内，豁免甲方和/或甲方指定的第三方因此产生的任何付款义务；或在届时适用及有效的中国法律所允许的范围内，向甲方和/或其指定的第三方返还因该交易产生的任何收入（如有）。同时，在中国法律所允许的情况下，乙方作为丙方 1 的登记股东/丙方作为丙方附属企业的登记股东，将委派甲方和/或甲方指定的第三方指派的委员担任丙方/丙方附属企业的清算组成员以管理丙方/丙方附属企业的资产；

(p) 应甲方要求，应委任由其指定的任何人士担任丙方（包括丙方附属企业）的董事（或执行董事）、监事及/或高级管理人员以及/或者罢免在任的丙方的董事（或执行董事）、监事及/或高级管理人员并根据甲方指示履行相关全部决议及备案程序；甲方有权要求乙方及丙方（包括丙方附属企业）对上述人员作出更换；

(q) 若由于乙方或丙方（包括丙方附属企业）未能履行其于法律项下的纳税义务，导致甲方行使购买权受阻，甲方有权要求丙方（包括丙方附属企业）或乙方履行该纳税义务，或要求丙方（包括丙方附属企业）或乙方支付该税金给甲方，由甲方代为支付；

(r) 就本第 2.1 条项下适用于丙方的承诺，乙方和丙方应促使丙方直接或间接控制的公司和其他实体在适用的情况下同样遵守该等承诺，就

如同该等实体为相应条款项下的丙方一样；及

(s) 丁方应采取一切行动促使乙方和丙方履行上述承诺，并在必要时代替乙方/丙方采取适当的措施（如适用）。

2.2 有关乙方的承诺

乙方承诺：

(a) 未经甲方事先书面同意，不在本协议生效之日起的任何时间出售、转让、抵押或以其他方式处分任何股权的合法或受益权益，或允许在其上设置任何其他权利负担，但乙方根据股权质押协议在乙方所持有之丙方 1 股权上设置的质押除外；

(b) 促使丙方（包括丙方附属企业）股东（会）不批准在未经甲方事先书面同意的情况下，出售、转让、质押或以其他方式处分任何股权的合法或受益权益，或允许在其上设置任何其他担保权益，但向甲方和/或甲方指定的第三方作出的除外；促使丙方（包括丙方附属企业）股东会表决/股东决定同意本协议规定的被购买的股权的转让；

(c) 在未经甲方事先书面同意的情况下，其不会在丙方股东会上表决/股东决定中同意、支持或签署任何股东会决议/股东决定批准丙方与任何人合并或联合、被任何人收购、收购任何人或向任何人投资，以及其他根据本协议的约定需取得甲方事先书面同意的事项；

(d) 立即通知甲方发生或可能发生的任何与其拥有的丙方（包括丙方附属企业）股权相关的诉讼、仲裁或行政程序，并根据甲方的合理指示采取一切必要措施；

(e) 为保持其对丙方股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的权利主张或对所有索偿进行必要和适当的抗辩；

(f) 应甲方要求，乙方应支持并促使甲方指定的第三方人士当选丙方（包括丙方附属企业）的董事（或执行董事）；

(g) 未经甲方事先书面同意，乙方不得要求丙方 1 就乙方拥有的丙方 1 股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，如乙方收到任何丙方的收益、利润分配、分红，乙方应在中国法律允许的范围内，放弃收取该等收益、利润分配、分红，并立即向甲方或甲方指定方支付或转账该等利润、利润分配、分红；

(h) 未经甲方事先书面同意，不得进行任何可能对丙方（包括丙方附属企业）的资产、业务和责任构成任何重大影响的作为和/或不作为；

(i) 应甲方要求，同意并委任由甲方指定的第三方人士出任丙方的董事及总经理等高级管理人员，且应积极地协助办理委任该等人员的所有事宜，包括但不限于签署必要的文件，协助将高级管理人员的委任登记于工商行政管理部门；

(j) 严格遵守本协议及与丙方和甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为和/或不作为；

(k) 如果乙方对于本协议项下或股权质押协议项下或以甲方为受益人而授予的授权委托书项下的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；

(l) 对于其转让被购买的股权和/或被购买的资产而向甲方收取的价格，在符合当时中国法律的规定和要求的前提下，其同意无偿返还给甲方；

(m) 乙方应促使丙方（包括丙方附属企业）股东（会）或董事（会）批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动；及

(n) 同意并保证签署一份不可撤销的授权委托书，将其作为丙方 1 股东的全部权利授权给甲方或由甲方指定的第三方代为行使。

2.3 有关丁方的承诺

丁方各自分别而不连带地承诺：

(a) 未经甲方事先书面同意，不在本协议生效之日起的任何时间出售、转让、抵押或以其他方式处分任何其持有的乙方股权的合法或受益权益，或允许任何方在其上设置任何其他权利负担；

(b) 在乙方股东会上不批准乙方在未经甲方事先书面同意的情况下，同意丙方出售、转让、质押或以其他方式处分任何股权的合法或受益权益，或允许在其上设置任何其他担保权益的任何行为或表示，但向甲方和/或甲方指定的第三方作出的除外，同时促使乙方对丙方（包括丙方附属企业）股东（会）作出相同的决议或行为；监督乙方促使丙方（包括丙方附属企业）股东会表决/股东决定同意本协议规定的被购买的股权的转让；

(c) 监督乙方在未经甲方事先书面同意的情况下，不在丙方股东会上表

决/股东决定中同意、支持或签署任何股东会决议/股东决定批准丙方与任何人合并或联合、被任何人收购、收购任何人或向任何人投资，以及其他根据本协议的约定需取得甲方事先书面同意的事项；

(d) 立即通知甲方发生或可能发生的任何与其拥有的乙方股权相关的诉讼、仲裁或行政程序，并根据甲方的合理指示采取一切必要措施；并促使乙方立即通知甲方发生或可能发生的任何与其拥有的丙方（包括丙方附属企业）股权相关的诉讼、仲裁或行政程序，并根据甲方的合理指示采取一切必要措施，并在乙方未履行前述行为时代替乙方向甲方发出通知；

(e) 采取一切必要行动促使乙方为保持其对丙方 1 股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的权利主张或对所有索偿进行必要和适当的抗辩，并在乙方未采取前述行动或措施时要求乙方或代替乙方采取前述行动及合理措施；

(f) 采取一切必要行动促使乙方应甲方要求支持并促使甲方指定的第三方人士当选丙方（包括丙方附属企业）的董事（或执行董事）；

(g) 采取一切必要行动监督乙方在未经甲方事先书面同意的情况下，不得要求丙方 1 就乙方拥有的丙方 1 股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，如乙方收到任何丙方 1 的收益、利润分配、分红，乙方应在中国法律允许的范围内，放弃收取该等收益、利润分配、分红，并立即向甲方或甲方指定方支付或转账该等利润、利润分配、分红；

(h) 采取一切必要行动促使乙方在未经甲方事先书面同意的情况下，不得进行任何可能对丙方（包括丙方附属企业）的资产、业务和责任构成任何重大影响的作为和/或不作为，且在上述情况下不得在乙方股东会中批准或同意上述行为；

(i) 采取一切必要行动促使乙方应甲方要求，同意并委任由甲方指定的第三方人士出任丙方的董事及总经理等高级管理人员，且应积极地协助办理委任该等人员的所有事宜，包括但不限于签署必要的文件，协助将高级管理人员的委任登记于工商行政管理部门；

(j) 采取一切必要行动促使乙方严格遵守本协议及与丙方和甲方共同或分别签订的其他协议的各项规定，切实履行该等协议项下的各项义务，并不进行任何足以影响该等协议的有效性和可执行性的作为和/或不作为；

(k) 采取一切必要行动促使乙方在对于本协议项下或股权质押协议项

下或以甲方为受益人而授予的授权委托书项下的股权拥有任何剩余权利的情况下，除非根据甲方书面指示，否则乙方不得行使该等权利；

(l) 采取一切必要行动促使乙方对于其转让被购买的股权和/或被购买的资产而向甲方收取的价格，在符合当时中国法律的规定和要求的前提下，无偿返还给甲方；

(m) 采取一切必要行动促使乙方督促丙方（包括丙方附属企业）股东（会）或董事（会）批准本协议规定的被购买的股权的转让并采取甲方可能要求的任何及所有其他行动；及

(n) 不得要求乙方或丙方作出违反上述承诺的行为。

3. 陈述和保证

3.1 在本协议生效之日和每一个转让日，乙方、丙方（包括丙方附属企业）和丁方特此向甲方共同及分别陈述和保证如下：

(a) 其具有签订本协议和其为一方的、根据本协议为每一次转让被购买的股权/被购买的资产而签订的任何股权转让协议/资产转让协议（各称为“**转让协议**”），以及履行其在本协议和任何转让协议项下的义务的权利。本协议和其是一方的各转让协议一旦签署后，将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行；

(b) 无论是本协议或任何转让协议的签署和履行还是其在本协议或任何转让协议项下的义务的履行均不会：(i) 导致违反任何有关的中国法律；(ii) 与丙方（包括丙方附属企业）章程或丙方（包括丙方附属企业）其他组织文件相抵触；(iii) 导致违反其是一方或对其有约束力的任何协议或文件，或构成其是一方或对其有约束力的任何协议或文件项下的违约；(iv) 导致违反有关向它颁发的任何许可或批准的授予和/或继续有效的任何限制；或(v) 导致向他颁发的任何许可或批准中止或被撤销或附加任何条件；

(c) 目前没有正在进行或悬而未决或可能发生的与标的股权、丙方（包括丙方附属企业）资产或与丙方（包括丙方附属企业）有关的重大诉讼、仲裁或行政程序；

3.2 在本协议生效之日和每一个转让日，乙方和丙方（包括丙方附属企业）特此向甲方共同及分别作出如下陈述和保证，且丁方将采取一切行动促使和监督乙方和丙方（包括丙方附属企业）遵守如下陈述和保证：

(a) 乙方对其在丙方拥有的股权拥有良好和可出售的所有权。除乙方根据股权质押协议、原股权质押协议及股权质押协议之修订与重述设置

的担保权益外，乙方在该等股权上没有设置任何担保权益；丙方对其在附属企业拥有的股权拥有良好和可出售的所有权，且该等股权上没有设置任何担保权益；

(b) 丙方(包括丙方附属企业)对所有资产拥有良好和可出售的所有权，丙方（包括丙方附属企业）在上述资产上没有也不会设置包括担保权益在内的任何形式的权利负担，除非经甲方书面同意；

(c) 丙方（包括丙方附属企业）没有任何未偿还债务，但(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露并经甲方书面同意的债务除外；

(d)以符合中国法律法规的规定为前提，若甲方在本协议持续期间提出要求，如乙方尚未作出行动，则应促使标的股权转让至甲方和/或甲方指定的第三方名下，由甲方和/或甲方指定的第三方根据本协议条款及在本协议条款规定的期限内持有标的股权，及该等转让登记在公司簿册，并办理相关工商登记或备案手续。

3.3 丁方特此在本协议生效之日向甲方共同及分别地陈述和保证其具有签订本协议以及履行其在本协议项下的义务的权利/行为能力，其签订本协议已经过一切必要及合理的程序并取得一切必要及合理的同意或批准。本协议将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行。

4. 违约赔偿

4.1 若任何一方（下称“**违约方**”）违反本协议任何条款，且对其他方（下称“**非违约方**”）造成损害，非违约方可向违约方发出书面通知，要求违约方对其违约行为立即进行弥补和纠正；如果违约方在非违约方发出上述书面通知之日起十五(15)日内未能采取令非违约方满意的措施，对其违约行为进行弥补和纠正，则非违约方可立即根据本协议规定的方法或通过法律手段采取其他救济措施。

4.2 乙方、丙方和丁方进一步同意，乙方、丙方和丁方应就甲方履行本协议而产生或引起的、针对甲方发起的任何诉讼、求偿或其他请求所导致的甲方的任何损失、损害、义务和费用，由造成该等损失、损害、义务和费用的责任人承担对甲方的全部赔偿责任，并使甲方免受损害，并根据甲方的合理指示采取一切必要措施；丁方应采取一切必要的行动促使乙方和丙方履行本协议约定的义务。

4.3 就丁方在本协议项下应履行的任何义务或赔偿，各自互相不承担任何形式的连带责任，如涉及应由丁方共同履行的义务或赔偿，则由丁方

各自按照其在乙方的持股比例承担。

4.4 各方同意，不论本协议是否变更、解除或终止，本条款将持续有效。

5. 协议的生效及有效期

5.1 本协议经各方签章之后追溯自（1）Quantgroup Technology Limited 根据乙方的股东或乙方的股东指定的第三方与 Quantgroup Technology Limited 共同签署的《Quantgroup Technology Limited 投资合作协议》向乙方的股东或乙方的股东指定的第三方发行股份并完成交割之日，或（2）乙方的股东或乙方的股东指定的第三方在 Quantgroup Technology Limited 股东名册中登记为股东之日，以上二者孰早之日起生效。各方在此一致同意并确认，本协议的条款条件追溯至乙方成为丙方股东之日。

5.2 除非依据本协议的规定终止，本协议有效期为十(10)年。

5.3 除非甲方书面通知乙方和丙方其不同意延展本协议，本协议有效期到期后以十(10)年为期自动延展，以此类推，且延展次数不限。乙方和丙方无权否决协议期限的延展。

6. 协议的终止

6.1 除非依据本协议第 5.3 款甲方于到期日不同意延展本协议，本协议应持续有效。

6.2 在本协议的有效期及延长的期限内，甲方可以自主酌情决定向乙方、丙方和丁方发出书面通知无条件地终止或解除本协议，且无须承担任何责任。除非中国法律另有明确规定，在任何情况下，乙方、丙方和丁方无权单方面终止本协议。

7. 管辖法律及争议解决

7.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国法律。

7.2 在协议各方就本协议项下条款的解释和履行发生争议时，协议各方应善意地协商解决该争议。协商不成，则任何一方可将争议提交中国国际经济贸易仲裁委员会，遵循届时有效的仲裁规则在北京仲裁。仲裁裁决是终局的，对参加仲裁的各方具有约束力。仲裁庭应由三（3）名仲裁员组成。申请人指定一（1）名仲裁员，被申请人指定一（1）名仲裁员。如果任何一方在收到仲裁委员会的仲裁通知后十五（15）日内未能指定其仲裁员或申请由仲裁委员会主任指定的，则应由仲裁委员会主任作出该等指定。第三名仲裁员由各方当事人

在被申请人收到仲裁通知后十五（15）内共同选定或共同委托仲裁委员会主任指定。第三名仲裁员为仲裁庭的首席仲裁员。败诉方应负责支付仲裁委员会的费用、仲裁员的费用、仲裁程序的费用和开支以及与任何仲裁裁决的执行有关的所有费用和支出，包括合理的律师费用和开支。

- 7.3 仲裁庭可以就违约方的股权权益、资产或物业权益裁定赔偿或抵偿非违约方，因协议违约方的违约行为而对非违约方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令违约方破产。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致非违约方所受损失进一步扩大的行为。协议各方住所所在地或主要资产所在地的法院或其他应被视为具有管辖权的法庭同样有权授予或执行仲裁庭的裁决并对于违约方的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致非违约方所受损失进一步扩大的行为。本条规定不受本协议的终止或解除的影响。
- 7.4 除协议各方发生争议的事项外，协议各方仍应当本着善意的原则按照本协议的规定继续履行各自义务。
- 7.5 在本协议生效之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变；应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议生效之日有效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

8. 税款及费用

乙方应承担根据中国法律法规因准备和签署本协议和各转让协议以及完成本协议和各转让协议拟定的交易而由各方发生的或对其征收的任何和全部的税

费、花费和费用，除非甲方同意承担全部或部分的税费、花费和费用。

9. 通知

9.1 任何一方按本协议规定发出的通知或其他通信应以中文或英文书写，并可以专人递送、挂号邮寄、邮资预付邮寄、快递服务或图文传真的形式发送到本协议附件三“通信地址”所列地址或相关方的法定注册地址或经一方不时通知其他方的其他地址或其指定的其他人的地址。通知被视为实际送达的日期应按如下方式确定：(a) 专人递送的通知，专人递送当日即视为已实际送达；(b) 用信函发出的通知，则在邮资付讫的航空挂号信寄出日(在邮戳上标明)后的第十(10)天，即视为已实际送达，或在送交快递服务机构后的第四(4)天，即视为已实际送达；以及(c) 用传真发送的通知，在有关文件的传送确认单上所显示的接收时间视为已实际送达。

10. 保密

各方承认及确定相互间就有关本协议而交换的任何口头或书面资料均属机密资料。各方应当对所有该等资料予以保密，而在未得到其他方书面同意前，不得向任何第三方披露任何有关资料，惟下列情况除外：(a) 公众已知悉或将会知悉该等资料（惟并非由接受资料之一方擅自向公众披露）；(b) 适用法律或证券交易所规则或规例所需披露之资料；或(c) 若任何一方就本协议所述交易而需向其法律或财务顾问披露之资料，而该法律或财务顾问亦需遵守与本条款相类似之保密责任。如任何一方工作人员或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。无论本协议以任何理由被视为无效、解除、终止或不具操作性，本条款仍然有效。

11. 进一步保证

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

12. 其他

12.1 修订、修改与补充

本协议未尽事宜由各方另行协商确定。各方应以书面协议方式对本协议及其附件作出修订、修改和补充。经过本协议各方适当签署的有关本协议及其附件的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。如监管机构或交易所对本协议提出任何修改意见，或境外证券上市规则及相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

12.2 法律和法规的遵守

各方应遵守并确保各方的经营完全遵守中国现行有效并可公开得到的所有法律和法规。

12.3 完整协议

各方确认，本协议一经生效即构成各方就本协议中内容所达成的完整的协议及共识，并彻底取代各方在本协议之前所达成的与本协议内容有关的全部所有口头和/或书面的协议及共识。本协议附件为本协议的组成部分，与本协议具有同等法律效力。

12.4 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

12.5 可分割性

若本协议项下的任何一条或多条规定根据任何法律或法规在任何方面被有管辖权的法院或仲裁机构认定或裁定为无效、失效、不合法或不可执行的，本协议其余规定的有效性、合法性和可执行性不应因此在任何方面受到影响或损害。本协议各方应停止履行该无效、失效、不合法或不可执行之条款，并在最接近其原意的范围内仅将其修正至对该类特定的事实和情形有效及可执行的程度。

12.6 转让

(a)未经甲方事先同意，乙方、丙方和丁方不得向任何第三方转让各自在本协议项下的任何权利和义务。乙方、丙方和丁方特此同意，甲方可依其完全自主判断自行转让其在本协议项下的权利和义务，且仅需向乙方、丙方和丁方发出转让权利义务的书面通知，而无需得到乙方、丙方和丁方的同意。根据甲方的要求，乙方、丙方和丁方应当与该受让方签署补充协议或与本协议内容实质相同的协议。

(b)乙方在此同意并确认，若乙方出现破产或解散或发生任何其他事件可能影响其行使或履行作为丙方股东的权利及义务的情况，则其承继人应当享有并承担本协议项下的全部权利及义务，或经甲方要求将其在本协议项下的权利义务立即转由甲方指定的第三方承继，或将该股权交由甲方全权处分，包括但不限于由甲方或甲方指定的第三方根据本协议的规定受让乙方持有的丙方的股权。乙方的承继人应与甲方签署一份与本协议内容实质相同的协议。

(c)丁方在此同意并确认，若丁方出现破产或解散或发生任何其他事件可能影响其行使或履行作为乙方股东的权利及义务的情况，或丁方出现死亡或丧失完全民事行为能力的情形，则其承继人应当享有并承担本协议项下的全部权利及义务，且丁方的承继人应与甲方签署一份与本协议内容实质相同的协议。

12.7 继任者

本协议对各方及其各自的继承人、继任者和受让方均有效，且具有约束力。

12.8 继续有效

本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

12.9 弃权

本协议的任何一方未能及时行使本协议项下的权利不应被视为放弃该权利，也不影响该方在将来行使该权利。

12.10 文本

本协议正本一式贰拾伍(25)份，每方各执壹(1)份，每份正本具有同等法律效力。

(本页以下无正文)

(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

甲方：杭州量化派科技有限公司（盖章）



周海

法定代表人/授权代表（签字）

(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

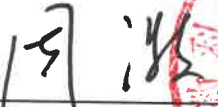
乙方：北京喜推科技有限公司（盖章）



法定代表人/授权代表（签字）

(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丙方 1: 量子数科科技有限公司(盖章)


法定代表人/授权代表(签字)



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

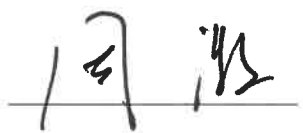
丙方 2：北京量化派科技有限公司（盖章）

法定代表人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 1：周灏（签字）

A handwritten signature in black ink, consisting of the characters '周' and '灏' in a cursive style, positioned above a horizontal line.

（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 2：北京木星山石企业管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 3：北京金星力量企业管理合伙企业（有限合伙）（盖章）

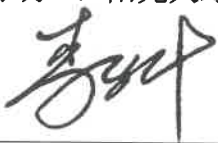
孙玲

执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 4：阳光人寿保险股份有限公司（盖章）



法定代表人/授权代表（签字）



(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丁方 5: 亚东星辰创业投资有限公司 (盖章)



潘东辉

法定代表人/授权代表 (签字)

（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 6：高榕资本（深圳）投资中心（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 7：宁波众合众惠投资管理合伙企业（有限合伙）（盖章）





执行事务合伙人/授权代表（签字）

（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 8：共青城尚鹏投资管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）

(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丁方 9: 上海泰融浩源企业管理合伙企业(有限合伙) (盖章)

执行事务合伙人/授权代表 (签字)

（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 10：丽水时泰赛点股权投资基金合伙企业（有限合伙）（盖章）

王凯

执行事务合伙人/授权代表（签字）

（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 11：珠海富海铎创信息技术创业投资基金（有限合伙）（盖章）

执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 12：北京知本溯源科技中心（有限合伙）（盖章）


执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 13：嘉兴知微知章股权投资基金合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丁方 14: 丽水天亿赛点股权投资基金合伙企业(有限合伙)(盖章)

执行事务合伙人/授权代表(签字)



(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丁方 15: 西藏嘉庆投资有限公司 (盖章)

法定代表人/授权代表 (签字)



(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丁方 16: 亚东信齐投资管理有限公司 (盖章)

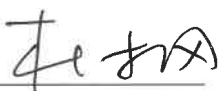


法定代表人/授权代表 (签字)



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 17：北京将门成长创业投资中心（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 18：上海鑫源企业管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）

(此页无正文，为《独家购买权协议之再次修订与重述》签署页)

丁方 19：萍乡市狄谷投资管理合伙企业（有限合伙）（盖章）

孙清维

执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 20：海南丰升众诚企业管理合伙企业（有限合伙）（盖章）

李岩

执行事务合伙人/授权代表（签字）



（此页无正文，为《独家购买权协议之再次修订与重述》签署页）

丁方 21：海南丰升众创企业管理合伙企业（有限合伙）（盖章）

李岩

执行事务合伙人/授权代表（签字）



附件一

股权转让协议

本《股权转让协议》（以下简称“本协议”）由以下双方在中华人民共和国
_____市订立：

转让方：_____

受让方：_____

双方现就股权转让约定如下：

1. 转让方同意将所持有的量子数科科技有限公司/量子数科科技有限公司附属企业[●]%的股权转让给受让方，受让方同意受让上述股权。转让方在此放弃、且同意促成放弃，在适用的中国法律、公司章程或其他规定下可能存在的对股权转让的任何限制。
2. 股权转让完成后，转让方不再就转让股权享有相应股东权利或承担相关义务。受让方享有[●]股东的权利和承担股东的义务。
3. 本协议未尽事宜，可由双方签署补充协议。
4. 本协议自双方签署之日起生效。
5. 本协议一式肆(4)份，双方各持壹(1)份，其他用于办理工商变更之用。

转让方

受让方

签署：_____

签署：_____

日期：

日期：

附件二

资产转让协议

本《资产转让协议》（以下简称“本协议”）由以下双方在中华人民共和国
_____市订立：

转让方：_____

受让方：_____

双方现就资产转让约定如下：

1. 转让方同意将所持有的量子数科科技有限公司/量子数科科技有限公司附属企业的相关资产（具体以本协议附件“被购买的资产清单”为准）转让给受让方，受让方同意受让上述资产。
2. 按照“人和业务随资产走”的原则，与资产相关的人员和业务一并转移至受让方。
3. 自[资产完成所有权转移手续/评估基准日/决算审计日]之日起，与资产有关的债权债务随同资产转移至受让方。
4. 本协议未尽事宜，可由双方签署补充协议。
5. 本协议自双方签署之日起生效。
6. 本协议一式肆(4)份，双方各持壹(1)份，其他用于办理所有权转移手续之用（如需）。

附：被购买的资产清单

转让方

受让方

签署：_____

签署：_____

日期：

日期：

附件三 通信地址

杭州量化派科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

北京喜推科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

量子数科科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

北京量化派科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

北京木星山石企业管理合伙企业（有限合伙）

联系人：于善玲

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18600362805

电子邮箱：shanling.yu@quantgroup.cn

北京金星力量企业管理合伙企业（有限合伙）

联系人：于善玲

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18600362805

电子邮箱：shanling.yu@quantgroup.cn

阳光人寿保险股份有限公司

联系人：张毅

通讯地址：北京市朝阳区东三环中路 1 号环球金融中心西塔 15 层

联系电话：13910624283

电子邮箱：zhangyi01-ghq@sinosig.com

亚东星辰创业投资有限公司

联系人：沈智舟

通讯地址：北京市朝阳区朝阳北路 237 复星国际中心 2509

联系电话：15810486235

电子邮箱：shenzz@fosun.com

高榕资本（深圳）投资中心（有限合伙）

联系人：法务部

通讯地址：北京市朝阳区望京启阳路金辉大厦 4101 室

联系电话：010-84442729

电子邮箱：legallgroup@gaorongvc.com

宁波众合众惠投资管理合伙企业（有限合伙）

联系人：戴诗文

通讯地址：北京市朝阳区八里庄东里莱锦文化创意产业园 CF05 西门

联系电话：18551762500

电子邮箱：daishiwen@starvc.cn

共青城尚鹏投资管理合伙企业（有限合伙）

联系人：吴海燕

通讯地址：Geneva Place, Waterfront Drive, P.O. Box 3469, Road Town, Tortola,

British Virgin Islands

联系电话：86-10-85893858

电子邮箱：haiyanwu@cgcvc.com

上海泰融浩源企业管理合伙企业（有限合伙）

联系人：吴喜春

通讯地址：北京市朝阳区望京东园保利国际广场 T1-29 层

联系电话：18618226108

电子邮箱：wuxichun@zhsr-capital.com

丽水时泰赛点股权投资基金合伙企业（有限合伙）

联系人：杨莹莹

通讯地址：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 栋

联系电话：18501150407

电子邮箱：matchpointvc@sina.com

珠海富海铎创信息技术创业投资基金（有限合伙）

联系人：黄国强

通讯地址：北京市朝阳区东三环中路 5 号财富金融中心（FFC）5801

联系电话：136 0130 9427

电子邮箱：gqhuang@ofcapital.com

北京知本溯源科技中心（有限合伙）

联系人：梁晨

通讯地址：北京市通州区 K2 清水湾 1 栋 2 单元 906

联系电话：18811379424

电子邮箱：liangchen@prophetcapital.cn

嘉兴知微知章股权投资基金合伙企业（有限合伙）

联系人：张文昊

通讯地址：辽宁省大连市中山区人民路 35 号纺织大厦 1907 室
联系电话：13164528030
电子邮箱：13164528030@163.com

丽水天亿赛点股权投资基金合伙企业（有限合伙）

联系人：杨莹莹
通讯地址：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 栋
联系电话：18501150407
电子邮箱：matchpointvc@sina.com

西藏嘉庆投资有限公司

联系人：冯磊
通讯地址：北京市海淀区丹棱街 1 号互联网金融中心 1 层
联系电话：18516871937
电子邮箱：18633982223@163.com

亚东信齐投资管理有限公司

联系人：沈智舟
通讯地址：北京市朝阳区朝阳北路 237 复星国际中心 2509
联系电话：15810486235
电子邮箱：shenzz@fosun.com

北京将门成长创业投资中心（有限合伙）

联系人：杜枫
通讯地址：北京市朝阳区霄云路 40 号院 1 号楼国航世纪大厦 17 层 1709 室
联系电话：13901378847
电子邮箱：du@thejiangmen.com

上海鑫源企业管理合伙企业（有限合伙）

联系人：戴诗文
通讯地址：北京市朝阳区八里庄东里莱锦文化创意产业园 CF05 西门
联系电话：18551762500
电子邮箱：daishiwen@starvc.cn

萍乡市狄谷投资管理合伙企业（有限合伙）

联系人：孙靖淮

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18600678752

电子邮箱：jinghuai.sun@quantgroup.cn

海南丰升众诚企业管理合伙企业（有限合伙）

联系人：李岩

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：13601139308

电子邮箱：yan3.li@quantgroup.cn

海南丰升众创企业管理合伙企业（有限合伙）

联系人：李岩

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：13601139308

电子邮箱：yan3.li@quantgroup.cn

独家业务合作协议之再次修订与重述

本独家业务合作协议之再次修订与重述（以下简称“本协议”）由下列协议各方于 2023 年【03】月【10】日在中华人民共和国（以下简称“中国”）北京市签订：

甲方：杭州量化派科技有限公司

统一社会信用代码：91330108MABLK30G4D

住所：浙江省杭州市滨江区长河街道长江路 336 号 9 幢 11346 室（自主申报）

法定代表人：周灏

乙方 1：量子数科科技有限公司

统一社会信用代码：91110108318147571P

住所：北京市海淀区丹棱街 3 号 B 座 7 层 53 单元

法定代表人：周灏

乙方 2：北京量化派科技有限公司

统一社会信用代码：91110108MA00D16A0J

住所：北京市海淀区彩和坊路 8 号 9 层 902

法定代表人：汪峰

（在本协议中，乙方 1、乙方 2 合称为“乙方”，甲方、乙方以下各称为“一方”，合称为“各方”。）

鉴于：

1. 甲方是一家在中国境内合法成立并有效存续的外商独资企业；
2. 乙方是在中国境内注册成立的有限责任公司，乙方 1 持有乙方 2 的 100% 股权；
3. 甲方与乙方 1 于 2022 年 5 月 20 日签订了与本协议内容实质一致的《独家业务合作协议》并于同日参与签署了《独家购买权协议》、《股权质押协议》；甲方与乙方 1 于 2022 年 8 月 18 日签署了与本协议实质一致的《独家业务合作协议之修订与重

述》（《独家业务合作协议》《独家业务合作协议之修订与重述》以下合称“原独家业务合作协议”），并参与签署了《独家购买权协议之修订与重述》《股权质押协议之修订与重述》；并于 2023 年【03】月【10】日参与签署了《独家购买权协议之再次修订与重述》（下称“独家购买权协议”）、《股权质押协议之再次修订与重述》及本协议，本协议系对原独家业务合作协议进行再次修订与重述，并增加乙方 2 为协议签署方以使其受到各协议更有效的约束；

4. 乙方欲委任甲方，且甲方同意接受乙方委任，在本协议存续期限内向乙方（包括乙方直接或间接控制的公司和其他实体，以下合称为“乙方附属企业”或“附属企业”）提供独家的技术咨询、支持和相关服务，乙方（包括乙方附属企业）同意仅接受甲方提供的技术咨询、支持和服务，各方拟通过上述方式开展业务合作。

据此，协议各方经过友好协商，本着平等互利的原则，达成如下协议以资遵守：

1. 技术咨询、支持和服务：独占和排他的权益

- 1.1 在本协议期间，甲方同意按本协议的条件作为乙方（包括乙方附属企业）的独家服务提供者向乙方（包括乙方附属企业）提供全面的技术咨询、支持和服务（具体内容包括所有在乙方经核准的营业范围内由甲方不时决定的全部或部分服务，包括但不限于附件一所述内容）。
- 1.2 乙方同意在本协议存续期限内不可撤销地委任和指定甲方作为乙方（包括乙方附属企业）独家和排他的技术咨询和服务提供者并接受甲方提供的技术咨询、支持和服务。考虑到甲方所提供的技术咨询、支持和服务的价值以及协议各方的良好的合作关系，乙方进一步同意，除非经甲方事先书面同意，在本协议期间，乙方（包括乙方附属企业）不接受任何第三方就本协议所涉及的业务范围提供同类的技术咨询、支持和服务，亦不得与任何第三方签订类似的服务协议或建立合作关系。甲方可以指定第三方为乙方提供本协议项下的咨询和/或服务。
- 1.3 各方同意，本协议项下甲方向乙方提供的服务亦适用于乙方附属企业，乙方应促使其附属企业根据本协议约定行使权利并履行义务。

为本条款之目的，“控制”指在某一实体中直接或间接拥有超过 50%的股权、

权益或表决权，或有权委派、选举该实体的过半数的董事，或通过持有有表决权的证券、协议、信托或其他形式而有能力直接或间接决定该实体的经营和政策。

- 1.4 除非经甲方同意，甲方对其履行本协议，对所有因履行本协议而产生的任何权利、所有权、权益和知识产权（包括但不限于著作权、专利权、技术秘密、商业秘密及其他类似权利）（下称“**该等权利**”），无论是由甲方自行开发、由乙方（包括乙方附属企业）基于甲方的知识产权或甲方基于乙方（包括乙方附属企业）的知识产权开发的，甲方均享有独占和排他的权利和权益。除非本协议另有明确规定，乙方（包括乙方附属企业）不得向甲方主张任何该等权利。乙方（包括乙方附属企业）应签署甲方成为该等权利所有人所需的所有文件并采取使甲方成为该等权利的所有人所需的一切行动。
- 1.5 若乙方（包括乙方附属企业）对甲方提供的知识产权项目进行改进，该等改进应为甲方的专属财产。如果根据有关适用法律乙方（包括乙方附属企业）应享有对甲方提供的知识产权项目的任何权利，乙方（包括乙方附属企业）特此向甲方转让所有该等权利、所有权和权益。
- 1.6 若任何第三方或主管政府机关以书面形式主张或指控任何甲方提供的知识产权项目违反或侵犯了他人权利，乙方（包括乙方附属企业）应在收到该等主张或指控或另行实际获悉该等主张或指控后立即通知甲方。甲方应独自就该等主张和指控进行抗辩、磋商及和解，相关费用由其自行承担。经甲方要求，乙方（包括乙方附属企业）应就有关该等主张和指控的抗辩、磋商及和解向甲方提供必要的协助。
- 1.7 但若开发是甲方基于乙方（包括乙方附属企业）的知识产权进行的，则乙方（包括乙方附属企业）须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方（包括乙方附属企业）承担。如甲方由此承担向任何第三人的赔偿责任，在甲方作出该等赔偿后，甲方有权就其全部损失向乙方（包括乙方附属企业）进行追偿。
- 1.8 考虑到协议各方的良好合作关系，乙方（包括乙方附属企业）承诺如其欲与其他企业进行任何本协议所涉业务范围之外的合作，在同等条件下，甲

方或其关联公司有优先合作权。

- 1.9 甲方依其完全自主判断有权指定并委任任何其关联方提供本协议项下约定的任何服务，而无需就此取得乙方（包括乙方附属企业）任何形式的同意和确认。
- 1.10 在本协议期限内，甲方将作为乙方的主要受益人享有乙方业务产生的全部经济利益。甲方和乙方同意并确认，甲方并无法律及合同上的义务向乙方提供财务支持或分担乙方的亏损或损失；为确保乙方符合日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方有权向乙方提供财务支持（仅在中国法律允许的范围内）。为上述目的，甲方可以通过中国法律允许的贷款方式向乙方和/或其股东提供财务支持，并应另行签署该等贷款合同以及其他财务资助相关的文件。
- 1.11 本协议中的甲方提供的服务具有排他性。对于目前已有的第三方向乙方提供的与甲方提供的服务相同或相类似的服务，经甲方书面认可的，乙方可继续履行；甲方不同意乙方继续履行的协议，乙方应立即与第三方解除该等协议并承担因解除该等协议而产生的任何费用和责任。对于乙方正在履行的其他合同或约定乙方义务的其他法律文件，乙方应继续履行，未经甲方书面同意，乙方不得擅自变更、修改或终止该等合同或法律文件。

2. 技术咨询、支持和服务费用的计算和支付

- 2.1 协议各方同意按甲方接受委任所提供的服务确定在本协议项下的技术咨询、支持和服务费用（以下简称“**服务费**”）。甲方依其合理判断有权自行决定乙方（包括乙方附属企业）须支付服务费的数额和支付方式。本协议附件二规定了服务费的计算和支付方式。
- 2.2 若甲方在本协议存续期内的任何时点基于任何原因依其合理判断决定对咨询服务费的计算和支付方式进行调整，甲方提前五（5）天书面通知乙方即可进行该等调整，且该等调整无需取得乙方的同意。
- 2.3 未经甲方事先书面同意，若乙方（包括乙方附属企业）未能依照本协议之

规定支付服务费和其他费用，就拖欠的数额，乙方（包括乙方附属企业）应向甲方另行支付每日万分之五的违约金。

- 2.4 甲方有权指派其雇员或中国或其他国家的注册会计师（以下简称“**甲方授权代表**”）对乙方（包括乙方附属企业）的账目进行核查以便审核服务费的计算方法和数额。为此，乙方（包括乙方附属企业）应向甲方授权代表提供甲方授权代表所要求的文件、账目、记录、数据等，以便甲方授权代表审计乙方（包括乙方附属企业）的账目并确定服务费的数额。服务费的数额应以甲方授权代表所确定的数额为准。
- 2.5 除非协议各方另行协商一致，乙方（包括乙方附属企业）根据本协议向甲方支付的服务费应不经任何扣减或抵销。乙方（包括乙方附属企业）应自行负责因支付服务费所产生的相关费用（如银行手续费等）。
- 2.6 此外，乙方（包括乙方附属企业）在支付服务费的同时还应向甲方支付其为提供本协议项下的咨询、支持和服务而发生的实际支出，包括但不限于各项差旅费，交通费，印刷费和邮资等。
- 2.7 各方进一步同意，上述服务费的支付原则上不应使任何一方经营发生困难，为上述目的，且在实现上述原则的限度内，甲方可以书面形式同意乙方迟延支付服务费，或经各方协商一致，可以书面形式调整乙方应向甲方支付服务费的时间安排。

3. 陈述和保证

- 3.1 甲方在此陈述和保证如下：

- 3.1.1 甲方是按照中国法律合法设立并有效存续的一家外商独资企业，具有独立法人资格；具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体；
- 3.1.2 甲方在其公司权力和营业范围之内履行本协议；已经过必要的

公司授权，并已取得第三方和政府部门的同意及批准，不违反对其有约束力或有影响的法律或合同限制；

3.1.3 本协议一经生效即应构成对甲方合法、有效、有约束力、执行力的法律文件；

3.1.4 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，且据其所知无人威胁将采取上述行动。

3.2 乙方在此陈述和保证如下：

3.2.1 乙方是按照中国法律合法注册并有效存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体；

3.2.2 乙方在其公司权力和营业范围之内签署并履行本协议，已经过必要的公司授权，并已取得第三方或政府部门的同意及批准，不违反对其具有约束力或有影响的法律或合同限制；

3.2.3 不存在其涉及或将涉及其中的，且将严重或不利影响乙方（包括乙方附属企业）履行本协议能力的，未决的或可能提起的索赔、争议、诉讼、仲裁、行政程序或任何其他法律程序，且据其所知无人威胁将采取上述行动。

3.2.4 乙方保证按照本协议的约定，及时足额向甲方支付服务费。在本协议有效期内维持与乙方（包括乙方附属企业）业务相关的许可和资质的持续有效性，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方（包括乙方附属企业）业务提出的合理的意见和建议；

3.2.5 截至本协议签署日，乙方（包括乙方附属企业）持有根据中国适

用法律开展业务所需的任何和所有政府许可、执照、授权及批准，乙方保证将根据中国适用法律确保其开展业务所需的政府许可、执照、授权和批准在本协议期限内合法有效；

3.2.6 本协议一经生效即构成对乙方合法、有效、有约束力、执行力的法律文件。

4. 乙方的承诺

4.1 乙方特此向甲方承诺，除非取得甲方（或其指定的第三方）的书面同意，否则乙方（包括乙方附属企业）不得进行如下行为：

4.1.1 出售、转让、抵押或以其他方式处置任何资产、业务或收入，或允许在其上设置任何其他担保权益（正常或日常业务过程中产生的或已向甲方披露并得到甲方事先明确书面同意的除外）；

4.1.2 达成将或可能对其资产、责任、运营、股权及其它合法权利产生实质性不利影响的交易（正常或日常业务过程中产生的或已向甲方披露并得到甲方事先明确书面同意的除外）；

4.1.3 以任何形式派发股息、红利或其他任何利益予各股东；

4.1.4 发生、继承、保证或允许存在任何债务，但(i)正常或日常业务过程中产生而不是通过借款方式产生的债务；及(ii)已向甲方披露并得到甲方事先明确书面同意的债务除外；

4.1.5 向任何人提供任何贷款、担保或保证；

4.1.6 签署任何重大合同（就本段而言，如果一份合同的价值超过人民币【100】万元，即被视为重大合同），但在日常经营活动中签署的合同及与甲方或甲方的母公司或甲方的任何附属公司签订的合同除外；

4.1.7 与任何第三方合并、兼并或组成联合实体，或收购任何第三方

或被收购或控制，增加或减少其注册资本结构，或以其他方式改变公司形式或其注册资本结构或接受现有股东或第三方对乙方的投资或增资，或进行清算、解散；

4.1.8 修改章程，或改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整；

4.1.9 变更、撤换或罢免其任何董事及高级管理人员。

4.2 截至本协议签署之日，除了(i)在其正常的业务过程中发生的债务，及(ii)已向甲方披露并获得甲方事先明确书面同意的债务除外，乙方（包括乙方附属企业）没有任何未偿还债务。

4.3 截至本协议签署之日，除了已向甲方披露并获得甲方明确书面同意的诉讼、仲裁或行政程序外，不存在正在进行或可能发生的与股权、乙方（包括乙方附属企业）资产或其他可能对乙方履行本协议产生实质性不利影响的诉讼、仲裁或行政程序。

4.4 为保持乙方对其全部资产的所有权，乙方（包括乙方附属企业）应签署所有必要或适当的文件，采取所有必要或适当的行动和提交所有必要或适当的诉状，或对所有权利请求进行必要和适当的抗辩。

4.5 经甲方要求，乙方应为乙方（包括乙方附属企业）资产和业务购买和维持保险，保险金额和险种应与经营类似业务的第三方通常购买的保险保持一致。

4.6 如果在本协议期限内，乙方（包括乙方附属企业）开展业务所需的任何和所有政府许可、执照、授权、批准因相关政府部门的规定之变更而需变更和/或增加，乙方应当根据相关法律的要求进行变更和/或补足。

4.7 未经甲方事先书面同意，乙方（包括乙方附属企业）不得与任何第三方订立合伙或合资经营或利润分享的安排，或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

- 4.8 乙方不得以作为或不作为的方式导致乙方与甲方及其股东之间产生利益冲突。
- 4.9 乙方承诺按照本协议的约定，及时足额向甲方支付服务费用，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，积极配合甲方提供服务，接受甲方就乙方业务提出的合理的意见和建议。
- 4.10 在相关中国法律允许的前提下，乙方将委任甲方推荐的人担任其董事（或执行董事）；除非取得甲方的事先书面同意或有法定理由（如退休、辞职、不能胜任或身故等原因），乙方不得以其他任何原因拒绝委任、罢免或辞退甲方推荐的人选。
- 4.11 自本协议生效之日起，乙方委托甲方保管与控制对乙方日常营运重要相关证书及公章，包括乙方营业执照、公章、合同章、财务专用章及法定代表人章。
- 4.12 乙方应向甲方提供其认为提供本协议项下服务所需或有用的任何技术或其他资料，并允许甲方使用其认为提供本协议项下服务所需或有用的乙方有关设施、资料或信息。
- 4.13 乙方应及时向甲方告知对其业务及其经营产生或可能产生重大不利影响的情形，并尽最大努力防止该等情形的发生和/或损失的扩大。
- 4.14 各方在此同意：
- 4.14.1 各方承诺，一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其附属公司、分公司可以合法从事乙方的业务，各方将在该等乙方的股权根据甲方、乙方、乙方股东及乙方股东之股东签署的独家购买权协议全部转让给甲方或被指定人后立即解除本协议。
- 4.14.2 在乙方的股东发生破产或发生其他可能影响其持有乙方股权的情况下，乙方股东的继受人或当时乙方股权的股东或受让人将被视为本协议的签署一方，继受/承担其在本协议下的所有权利与义务。

5. 保密条款以及禁止竞争

5.1 协议各方同意对因签署和履行本协议而了解或接触到的资料和信息（以下简称“**保密信息**”），尽力采取各种合理的保密措施予以保密；非经保密信息提供方事先书面同意，不得向任何第三方披露、给予或转让该等保密信息（包括保密信息接受方与第三方合并、被兼并、被第三方直接或间接控制）。一旦本协议终止，甲方及乙方应将载有保密信息的任何文件、资料或软件，归还给保密信息的原所有人或提供方，或经原所有人或提供方同意后自行予以销毁，包括从任何有关记忆装置中删除任何保密信息，并且不得继续使用这些保密信息。甲方及乙方应当采取必要措施将保密信息仅披露给有必要知悉的乙方职员、代理人或专业顾问，并促使该等乙方职员、代理人或专业顾问遵守本协议项下的保密义务。甲方与乙方、乙方职员、代理人或专业顾问应签署具体的保密协议以兹各方遵照执行。

5.2 上述限制不适用于：

5.2.1. 在披露时已成为公众一般可取得的资料；

5.2.2. 并非因保密信息接收方的过错在披露后已成为公众一般可取得的资料；

5.2.3. 保密信息接收方可以证明在披露前其已经掌握，并且不是从保密信息提供方处直接或间接取得的资料；

5.2.4. 保密信息接收方依照法律要求，有义务向有关政府部门、股票交易机构等披露，或保密信息接收方因其正常经营所需，向其直接法律顾问和财务顾问披露上述保密信息。

5.3 乙方不得（直接或间接）经营除乙方营业执照及经营许可证之许可范围之外的业务，不得在中国境内直接或间接经营与甲方业务相竞争的业务，包括投资于经营与甲方业务相竞争的业务的实体，也不得经营甲方书面同意范围之外的其他业务。

5.4 协议各方同意，不论本协议是否变更、解除、无效、终止或不可执行，本条款将持续有效。

6. 赔偿

6.1 若任何一方（以下简称“**违约方**”）违反本协议任何条款，且对其他方（以下简称“**非违约方**”）造成损害，非违约方可向违约方发出书面通知，要求违约方对违约行为立即进行弥补和纠正；如果违约方在非违约方发出上述书面通知之日起十五(15)个工作日内未能采取令非违约方满意的措施，对其违约行为进行弥补和纠正，则非违约方有权立即根据本协议规定的方法或通过法律手段采取其他救济措施。

6.2 针对由甲方根据本协议向乙方（包括乙方附属企业）提供咨询、支持和服务所产生或导致的，向甲方提出的任何诉讼、权利请求或其他要求而造成的任何损失、损害、责任或费用（包括但不限于律师费和仲裁费用），乙方应向甲方进行赔偿并使之免于因此受损，但因甲方重大过失或故意不当行为造成的损失、损害、责任或费用除外。

6.3 若因乙方（包括乙方附属企业）不按照甲方的指示开展其业务，或因不当使用甲方的知识产权或不当技术操作而引致任何第三方为此提出索赔，乙方应承担全部责任。若乙方发现任何第三方未经合法授权而使用甲方的知识产权，乙方应立即通知甲方并配合甲方所采取的任何行动。

6.4 协议各方同意，不论本协议是否变更、解除、无效、终止或不可执行，本条款将持续有效。

7. 生效、履行及有效期

7.1 本协议于文首标明的日期签署并追溯至(1)Quantgroup Technology Limited 根据乙方的股东北京喜推科技有限公司（以下简称“喜推科技”）之股东或喜推科技之股东指定的第三方与 Quantgroup Technology Limited 共同签署的《Quantgroup Technology Limited 投资合作协议》向喜推科技之股东或喜推科技之股东指定的第三方发行股份并完成交割之日，或（2）喜推科技的股东或喜推科技的股东指定的第三方在 Quantgroup Technology

Limited 股东名册中登记为股东之日，以上二者孰早之日起生效。

- 7.2 除非甲方提前解除本协议，本协议有效期将至乙方依据中华人民共和国法律解散时为止。本协议期满前，若甲方提出要求，则协议各方应根据甲方的要求延长本协议的期限以继续履行本协议，或依甲方要求另行签订独家业务合作协议。若乙方出现依据中华人民共和国法律应当解散的情形，协议各方应尽快就本协议根据甲方的要求另行作出令甲方满意的安排并签署必要的文件。
- 7.3 如果在本协议有效期内，任一方的经营期限届满之前，该方应及时续展其经营期限，并尽最大努力获得主管部门对续展的批准并完成登记，以使本协议得以继续有效和执行。

8. 终止

8.1 本协议按下述规定或情况终止：

- 8.1.1 在本协议有效期内，未经甲方书面同意，乙方不得自行终止本协议。甲方有权在任何时候通过提前三十（30）天向乙方及股东发出书面通知的方式终止本协议。
- 8.1.2 一旦中国法律允许甲方或甲方之境外母公司或其直接或间接控制的子公司可以直接持有乙方的股权，乙方根据甲方、乙方、乙方现有股东及乙方现有股东之股东于本协议签署之日签订的独家购买权协议，将其全部股权和资产转让给甲方或其指定方，本协议于该等转让完成之日终止；
- 8.1.3 本协议于乙方停止经营任何业务、破产、清算、终止或依法解散之日即终止；

8.2 除非依据本协议第 8.1 条所述事件的发生，本协议于有效期届满之日终止。

8.3 在本协议终止后，协议各方在第 1.4 条、第 1.5 条、第 1.6 条、第 5 条、第 6 条、第 9 条和第 11 条项下的权利和义务将继续有效。

8.4 本协议由于任何原因提前终止或期满并不免除任何一方在本协议终止日或期满日前到期的本协议项下所有付款义务（包括但不限于服务费），也不免除

本协议终止前发生的任何违约责任。本协议终止或期满前所产生的应付服务费乙方应在本协议终止之日起 15 个工作日内支付给甲方。

9. 管辖法律及争议的解决

9.1 本协议受中国法律管辖，依中国法律解释。

9.2 在协议各方就本协议项下条款的解释和履行发生争议时，协议各方应善意地协商解决该争议。协商不成，则任何一方可将争议提交中国国际经济贸易仲裁委员会，遵循届时有效的仲裁规则在北京仲裁。仲裁裁决是终局的，对参加仲裁的各方具有约束力。仲裁庭应由三（3）名仲裁员组成。申请人指定一（1）名仲裁员，被申请人指定一（1）名仲裁员。如果任何一方在收到仲裁委员会的仲裁通知后十五（15）日内未能指定其仲裁员或申请由仲裁委员会主任指定的，则应由仲裁委员会主任作出该等指定。第三名仲裁员由各方当事人在被申请人收到仲裁通知后十五（15）日内共同选定或共同委托仲裁委员会主任指定。第三名仲裁员为仲裁庭的首席仲裁员。败诉方应负责支付仲裁委员会的费用、仲裁员的费用、仲裁程序的费用和开支以及与任何仲裁裁决的执行有关的所有费用和支出，包括合理的律师费用和开支。

9.3 仲裁庭可以就违约方的股权权益、资产或物业权益裁定赔偿或抵偿非违约方，因协议违约方的违约行为而对非违约方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令违约方破产。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致非违约方所受损失进一步扩大的行为。协议各方住所所在地或主要资产所在地的法院或其他应被视为具有管辖权的法庭同样有权授予或执行仲裁庭的裁决并对于违约方的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致非违约方所受损失进一步扩大的行为。本条规定不受本协议的终止或解除的影响。

9.4 除协议各方发生争议的事项外，协议各方仍应当本着善意的原则按照本协

议的规定继续履行各自义务。

- 9.5 在本协议生效之日后，如果在任何时候，任何中国法律、法规或规章的颁布或改变，或对该等法律、法规或规章的解释或适用的改变，应适用以下约定：(a) 如果法律的变更或新颁布的规定对于任何一方来说比本协议生效之日有效的有关法律、法规、法令或规定更优惠(而其他方没有受到严重不利的影响)，各方应及时申请获得该变更或新规定所带来的利益。各方应尽其最大努力使该申请获得批准；以及 (b) 如果由于上述法律变更或新颁布的规定，任何一方在本协议项下的经济利益直接或间接地受到严重不利的影响，各方应利用所有合法的途径取得对遵守该变更或规定的豁免，尽最大努力使得本协议继续按照原有条款执行。如果对任何一方的经济利益产生的不利影响不能按照本协议规定的解决，受影响一方通知其他方后，各方应及时磋商并在中国法律允许的情况下对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

10. 不可抗力

- 10.1 “**不可抗力事件**”是指超出一方所能合理控制的范围，在受影响的一方加以合理的注意之下仍不可避免的任何事件，包括但不限于，政府行为、自然力、火灾、爆炸、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是，资信、资金或融资不足不得被视为是超出一方所能合理控制的事项。受不可抗力事件影响的一方（以下简称“**受影响方**”）的责任应根据不可抗力事件对本协议的影响被全部或部分免除，因不可抗力事件而寻求免除本协议项下履行责任的受影响方应在不迟于不可抗力事件发生后十（10）日内将该等不可抗力事件通知另一方，由协议各方根据该等不可抗力事件的影响协商修改本协议，以及全部或部分免除受影响方本协议项下的义务。
- 10.2 受影响方应采取适当的措施减少或消除该等不可抗力事件的影响，并应努力恢复因该等不可抗力事件而被延迟或受阻碍的义务的履行。一旦不可抗力事件消除，协议各方同意尽最大努力恢复本协议项下权利及义务的履行。

11. 通知

协议各方为履行本协议项下的权利、义务所发出的通知，都应以书面做成，并以

专人递送、挂号邮寄、邮资预付邮寄、认可的速递服务、或图文传真的形式发送到有关一方或协议各方下列的地址。上述各种通知方式以下列方式确定其送达日期：(a)通过专人递送的通知，在被通知人签收或者在被通知人拒绝签收的情况下被留置于被通知人约定的送达地址之日视为送达；(b)通过挂号邮寄、邮资预付、商业快递服务的方式递送的通知，均在约定的送达地址被接收、拒收或因任何原因被退件之日视为送达；(c)任何以电子邮件方式发出的通知，通知以发信电子邮箱显示成功发送且未收到任何发送失败通知时发信服务器显示的到达时间为准。

甲方：杭州量化派科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

乙方 1：量子数科科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

乙方 2：北京量化派科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

12. 协议转让

12.1 未经甲方事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

12.2 乙方特此同意，经事先向乙方发出书面通知（但无须获得乙方同意），甲方可向任何第三方转让其在本协议项下的任何及所有权利和义务。

13. 协议的分割性

协议各方在此确认本协议为协议各方在平等互利的基础之上达成的公平合理的约定。若本协议项下的任何条款与有关法律不一致而无效或无法强制执行，则该条款仅在有关法律管辖范围之内无效或无强制执行力，而不得影响本协议其他条款的法律效力。

14. 协议的修改、补充

协议各方应以书面方式对本协议做出修改和补充。经过协议各方适当签署的有关本协议的修改和补充是本协议的组成部分，具有与本协议同等的法律效力。如监管机构或交易所对本协议提出任何修改意见，或境外证券上市规则及相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订，并承担相应的费用，使得相关修改或补充合法有效。

15. 完整协议

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成协议各方就本协议标的所达成的完整协议，取代在此之前就本协议标的所达成的所有口头或书面的协商、陈述和协议。

16. 其他

16.1 本协议对各方及其各自的继承人、继任者和受让方均有效，且具有约束力。

16.2 本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

16.3 各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

16.4 各方因本协议的签订和履行而发生的各项税款和费用应由各方各自承担。

16.5 本协议的任何一方未能及时行使本协议项下的权利不应被视为放弃该权

利，也不影响该方在将来行使该权利。

16.6 本协议期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

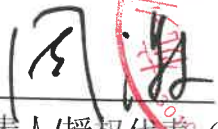
16.7 本协议的附件是本协议的组成部分，与本协议具有同等的法律效力。

16.8 本协议以中文书就，正本一式陆（6）份，各方各持贰（2）份，具有同等法律效力

（以下无正文，为签署页）

(此页无正文，为《独家业务合作协议之再次修订与重述》签署页)

甲方：杭州量化派科技有限公司(盖章)



法定代表人/授权代表(签字)



《独家业务合作协议之再次修订与重述》签署页

(此页无正文，为《独家业务合作协议之再次修订与重述》签署页)

乙方 1: 量子数科科技有限公司 (盖章)



法定代表人/授权代表 (签字)

（此页无正文，为《独家业务合作协议之再次修订与重述》签署页）

乙方 2：北京量化派科技有限公司（盖章）

法定代表人/授权代表（签字）



附件一

技术咨询、支持和服务内容列表

1. 提供产品、技术的开发与研究服务，包括但不限于开发、设计、制作用于乙方（包括乙方附属企业）相关业务信息的数据库软件、用户界面软件及其他相关技术等。
2. 提供网站设计以及计算机网络系统的设计、安装、调试和维护服务，包括但不限于提供网站设计及系统总设计方案、系统的安装和调试和系统试运行等；协助乙方（包括乙方附属企业）解决系统和设备安装、运行过程中随时发生的问题。
3. 提供数据库支持和软件服务，包括但不限于及时将用户的信息输入数据库，或根据乙方（包括乙方附属企业）随时提供的其他业务信息，及时更新数据库，定期更新用户界面，并提供其他相关技术服务；向乙方（包括乙方附属企业）提供其他编辑平台及软件运用的咨询及建议，协助乙方（包括乙方附属企业）编制、收集各类信息内容等。
4. 提供经济信息咨询、项目投资咨询、科技信息咨询和企业管理咨询等咨询服务。
5. 提供技术人员岗前、在职培训服务，包括但不限于向乙方（包括乙方附属企业）及其员工提供适当培训，包括顾客服务或技术及其他方面的培训；向乙方（包括乙方附属企业）及其员工介绍系统和设备的安装、运行等方面的知识和经验。
6. 提供技术开发、咨询和技术转让服务。包括但不限于开发、设计、制作用于乙方（包括乙方附属企业）相关业务信息的数据库软件、用户界面软件及其他相关技术并将其许可给乙方（包括乙方附属企业）使用，并接受乙方（包括乙方附属企业）的相关问题咨询。
7. 提供制定中短期市场发展，市场计划服务。
8. 各方根据业务需要，另行约定由甲方向乙方（包括乙方附属企业）提供的其他服务。

附件二

服务费的计算和支付办法

- 一. 在符合中国法律规定的前提下，本协议项下的服务费甲方根据乙方（包括乙方附属企业）的税后利润，在弥补以前年度亏损（如有）、提取法定公积金（如适用）等之后的全部剩余金额收取；或甲方根据提供服务的具体情况、乙方（包括乙方附属企业）的经营状况及发展需求情况而由甲方自主决定调整的服务费用的金额，但不得超过前述约定的上限；

甲方将根据服务内容对服务费予以确定并以书面形式通知乙方。乙方应向甲方支付的咨询服务费以甲方向乙方发出的收费通知为准。

- 二. 甲方应依据以下因素确定服务费的数额：

1. 技术咨询、支持与服务的技术难度与复杂程度；
2. 甲方雇员为技术咨询、支持与服务所花费的时间；
3. 技术咨询、支持与服务的具体内容及其商业价值；
4. 同类技术咨询、支持与服务的市场参照价格。

- 三. 甲方按季度汇总计算服务费，并在任何一个季度开始之日起的三十(30)日内，向乙方发出上一季度的技术服务费账单，通知乙方。乙方在接到该等通知后十(10)个工作日内将该等服务费付至甲方指定的银行账户。乙方应在款项汇出后将汇出凭证复印件在十(10)个工作日内传真或邮寄至甲方。

- 四. 在每个财政年度结束后的 60 日内或甲方另行同意的时间，乙方应向甲方提供该年度经审计的合并财务报表及为出具财务报表所需的一切经营记录、业务合同和财务资料。该财务报表应当经由甲方批准的独立注册会计师审计，并且甲方有权对乙方在每个财政年度审计的财务数据进行合并计算。经甲方提前 5 个工作日通知，在符合中国法律规定的前提下，乙方应允许甲方及甲方的股东/或其指定审计师对乙方进行各类审计活动，包括在乙方的主要办公地点审计乙方的有关账册和

记录并复印所需的该部分账册和记录。此外，乙方应向甲方及甲方的股东/或其指定审计师提供有关乙方运营、业务、客户、财务、员工等相关信息和资料，并且同意最终控股股东为满足其证券上市地监管的要求而披露该等信息和资料。如果甲方对乙方提供之财务资料提出质疑，可委派信誉良好的独立会计师对有关资料进行审计。乙方应予以配合。

- 五. 如果甲方认为由于某种原因致使本条中的约定的服务价格确定机制不能继续适用而需作调整，则甲方应及时以书面形式通知乙方，该书面通知于到达乙方时生效。

股权质押协议之再次修订与重述

本股权质押协议之再次修订与重述（下称“本协议”）由下列各方于 2023 年【03】月【10】日在中华人民共和国（下称“中国”）【北京】市签订：

甲方：杭州量化派科技有限公司（下称“质权人”）

统一社会信用代码：91330108MABLK30G4D

住所：浙江省杭州市滨江区长河街道长江路 336 号 9 幢 11346 室（自主申报）

法定代表人：周灏

乙方：北京喜推科技有限公司（下称“出质人”）

统一社会信用代码：91110115MA7GMA6D60

住所：北京市大兴区欣雅街 15 号院 1 号楼 3 层 301

法定代表人：周灏

丙方 1：量子数科科技有限公司（下称“内资公司”）

统一社会信用代码：91110108318147571P

住所：北京市海淀区丹棱街 3 号 B 座 7 层 53 单元

法定代表人：周灏

丙方 2：北京量化派科技有限公司（下称“附属企业”）

统一社会信用代码：91110108MA00D16A0J

住所：北京市海淀区彩和坊路 8 号 9 层 902

法定代表人：汪峰

丁方 1：周灏

公民身份号码：510625198004060016

住址：北京市朝阳区孙河西路 9 号院南区 25 号楼 10 号

丁方 2：北京木星山石企业管理合伙企业（有限合伙）

住所：北京市石景山区八大处路 49 号院 6 号楼二层 2524 号

执行事务合伙人：于善玲

丁方 3：北京金星力量企业管理合伙企业（有限合伙）

住所：北京市石景山区八大处路 49 号院 6 号楼二层 2525 号

执行事务合伙人：于善玲

丁方 4：阳光人寿保险股份有限公司

住所：海南省三亚市迎宾路 360-1 号三亚阳光金融广场 16 层
法定代表人：李科

丁方 5：亚东星辰创业投资有限公司

住所：西藏亚东县城东路 8 号
法定代表人：潘东辉

丁方 6：高榕资本（深圳）投资中心（有限合伙）

住所：深圳市南山区沙河街道香山街社区侨城东路 99 号深南电路有限公司 1 层
101-0705

执行事务合伙人：高榕资本（深圳）投资咨询中心（有限合伙）

丁方 7：宁波众合众惠投资管理合伙企业（有限合伙）

住所：浙江省宁波市北仑区梅山七星路 88 号 1 幢 401 室 A 区 G1891
执行事务合伙人：北京大咖联盟投资管理合伙企业（有限合伙）

丁方 8：共青城尚鹏投资管理合伙企业（有限合伙）

住所：江西省九江市共青城私募基金园区 407-152
执行事务合伙人：西藏达孜致远汇才投资管理有限公司

丁方 9：上海泰融浩源企业管理合伙企业（有限合伙）

住所：上海市浦东新区三林路 84 号 1 幢 2 层
执行事务合伙人：中植投资管理有限公司

丁方 10：丽水时泰赛点股权投资基金合伙企业（有限合伙）

住所：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 幢
执行事务合伙人：丽水赛点联盟投资管理有限公司

丁方 11：珠海富海铎创信息技术创业投资基金（有限合伙）

住所：珠海市横琴金融产业服务基地 5 号楼 1-Q
执行事务合伙人：珠海富海铎创创业投资基金管理企业（有限合伙）

丁方 12：北京知本溯源科技中心（有限合伙）

住所：北京市通州区北苑南路 42 号院 6 号楼三层 3087 室
执行事务合伙人：北京知新资本投资管理有限公司

丁方 13：嘉兴知微知章股权投资基金合伙企业（有限合伙）

住所：浙江省嘉兴市南湖区南江路 1856 号基金小镇 2 号楼 112 室-8
执行事务合伙人：北京知新资本投资管理有限公司

丁方 14：丽水天亿赛点股权投资基金合伙企业（有限合伙）

住所：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 幢
执行事务合伙人：丽水赛点联盟投资管理有限公司

丁方 15：西藏嘉庆投资有限公司

住所：拉萨经济技术开发区林琼岗东一路 7 号西欣大厦 A 座 710-01 号

法定代表人：张炯明

丁方 16：亚东信齐投资管理有限公司

住所：西藏亚东县城东路 8 号

法定代表人：李苏波

丁方 17：北京将门成长创业投资中心（有限合伙）

住所：北京市海淀区北清路 164 号 17-27 号院 680 号

执行事务合伙人：将门投资管理顾问（北京）有限公司

丁方 18：上海鑫源企业管理合伙企业（有限合伙）

住所：上海市浦东新区东方路 3601 号 7 号楼五层

执行事务合伙人：宁波梅山保税港区大咖联盟投资管理有限公司

丁方 19：萍乡市狄谷投资管理合伙企业（有限合伙）

住所：江西省萍乡市安源区凤凰街迎宾路 12 号

执行事务合伙人：孙靖淮

丁方 20：海南丰升众诚企业管理合伙企业（有限合伙）

住所：海南省澄迈县老城镇老城经济开发区南一环路南侧海南生态软件园 C 地块二期工程 C16 栋 4 层 409 室

执行事务合伙人：北京丰升资本管理有限责任公司

丁方 21：海南丰升众创企业管理合伙企业（有限合伙）

住所：海南省澄迈县老城镇老城经济开发区南一环路南侧海南生态软件园 C 地块二期工程 C16 栋 4 层 408 室

执行事务合伙人：北京丰升资本管理有限责任公司

（在本协议中，丙方 1、丙方 2 合称为“丙方”，丁方 1 至丁方 21 合称为“丁方”或“出质人登记股东”，甲方、乙方、丙方和丁方以下各称为“一方”，合称为“各方”。）

鉴于：

1. 质权人系一家根据中国法律合法成立并有效存续的外商独资企业。
2. 内资公司及附属企业均系根据中国法律合法成立并有效存续的有限责任公司。
3. 出质人持有内资公司 100%的股权并持有全部权益，内资公司持有附属企业 100%的

股权。

4. 出质人登记股东系中国公民或在中国依法设立并有效存续的企业，为出质人的登记股东，并合计持有出质人 100%的股权，具体持股比例如下：

序号	股东姓名/名称	出资金额 (万元)	持股比例
1	周灏	23.7162	23.7162%
2	阳光人寿保险股份有限公司	15.4232	15.4232%
3	北京木星山石企业管理合伙企业（有限合伙）	15.0000	15.0000%
4	亚东星辰创业投资有限公司	8.7487	8.7487%
5	高榕资本（深圳）投资中心（有限合伙）	5.7589	5.7589%
6	北京金星力量企业管理合伙企业（有限合伙）	4.1173	4.1173%
7	宁波众合众惠投资管理合伙企业（有限合伙）	2.9258	2.9258%
8	共青城尚鹏投资管理合伙企业（有限合伙）	2.5930	2.5930%
9	上海泰融浩源企业管理合伙企业（有限合伙）	2.4178	2.4178%
10	萍乡市狄谷投资管理合伙企业（有限合伙）	2.3727	2.3727%
11	海南丰升众创企业管理合伙企业（有限合伙）	2.2121	2.2121%
12	海南丰升众诚企业管理合伙企业（有限合伙）	1.9000	1.9000%
13	丽水时泰赛点股权投资基金合伙企业（有限合伙）	1.8972	1.8972%
14	珠海富海铎创信息技术创业投资基金（有限合伙）	1.8725	1.8725%
15	北京知本溯源科技中心（有限合伙）	1.8058	1.8058%
16	嘉兴知微知章股权投资基金合伙企业（有限合伙）	1.6951	1.6951%
17	丽水天亿赛点股权投资基金合伙企业（有限合伙）	1.6471	1.6471%
18	西藏嘉庆投资有限公司	1.4928	1.4928%
19	亚东信齐投资管理有限公司	1.1858	1.1858%
20	北京将门成长创业投资中心（有限合伙）	1.1703	1.1703%
21	上海蠡源企业管理合伙企业（有限合伙）	0.0477	0.0477%
合计		100.00	100.00%

5. 出质人登记股东在出质人股东会会议中一致并不可撤销地同意下列协议的签署：质权人、出质人与内资公司于 2022 年 5 月 20 日签订《股权质押协议》（下称“原股权质押协议”）《独家购买权协议》（下称“原独家购买权协议”），约定出质人将其持有的内资公司 100% 股权质押予质权人且质权人有权购买内资公司及其附属企业的股权及资产；质权人与内资公司于 2022 年 5 月 20 日签订了《独家业务合作协议》（下称“原独家业务合作协议”），约定质权人向内资公司及其附属企业提供独家的技术咨询、支持和相关服务，内资公司向质权人支付服务费；出质人于 2022 年 5 月 20 日向质权人签发《授权委托书》（下称“原授权委托书”），授予质权人享有并行使乙方就其持有的全部的丙方 1 股权享有的股东权利（原股权质押协议、原独家购买权协议、原独家业务合作协议、原授权委托书合称“原合约安排协议”）。
6. 出质人登记股东在出质人股东会会议中一致并不可撤销地同意下列协议的签署，且质权人、出质人、内资公司及出质人登记股东于 2022 年 8 月 18 日签订了《独家购买权协议之修订与重述》及《股权质押协议之修订与重述》，质权人与内资公司于 2022 年 8 月 18 日签订了《独家业务合作协议之修订与重述》，出质人于 2022 年 8 月 18 日向质权人签发《授权委托书之修订与重述》，对原合约安排协议进行修订与重述（《独家业务合作协议之修订与重述》《授权委托书之修订与重述》《独家购买权协议之修订与重述》《股权质押协议之修订与重述》合称为“合约安排协议之修订与重述”）。
7. 出质人登记股东在出质人股东会会议中一致并不可撤销地同意下列协议的签署，且质权人、出质人、内资公司及附属企业、出质人登记股东于 2023 年【03】月【10】日签订了《独家购买权协议之再次修订与重述》（下称“独家购买权协议”），并签订本协议；质权人与内资公司及附属企业于 2023 年【03】月【10】日签订了《独家业务合作协议之再次修订与重述》（下称“独家业务合作协议”）；出质人于 2023 年【03】月【10】日向质权人签发《授权委托书之再次修订与重述》（下称“授权委托书”）对原合约安排协议及合约安排协议之修订与重述进行再次修订与重述，并增加丙方 2 为协议签署方以使其受到各协议更有效的约束（独家业务合作协议、授权委托书、独家购买权协议及本协议合称为“合约安排协议之再次修订与重述”）。
8. 出质人登记股东一致并不可撤销地同意并确认出质人、内资公司及附属企业与质权人在原合约安排协议及合约安排协议之修订与重述、合约安排协议之再次修订与重述中约定的权利、权益及义务。
9. 为了保证质权人从内资公司及附属企业正常收取独家业务合作协议项下的服务费，以及保证各协议（定义见下）的履行，出质人愿意以其在内资公司中拥有的全部 100% 股权质押给质权人以提供质押担保。

据此，协议各方经过友好协商，本着平等互利的原则，达成如下协议以资遵守：

1. 定义

除非本协议另有规定，下列词语应按如下定义解释：

- 1.1 质权：指本协议第 2 条所列的全部内容。
- 1.2 股权：指出质人合法持有的其在内资公司的 100%股权以及基于该等股权而享有的所有现时和根据本协议第 4.4 条增加的额外股权等将来的权利和利益。
- 1.3 各协议：指质权人、内资公司及附属企业、出质人及出质人登记股东于 2023 年【03】月【10】日签订的独家购买权协议、质权人和内资公司及附属企业于 2023 年【03】月【10】日签订的独家业务合作协议以及出质人于 2023 年【03】月【10】日签发的授权委托书。
- 1.4 违约事件：指本协议第 9 条所列的任何情况。
- 1.5 违约通知：指质权人根据本协议发出的宣布违约事件的通知。

2. 质押

- 2.1 出质人不可撤销及无条件地同意以其在内资公司中拥有的全部 100%的股权（包括出质人现在拥有的内资公司的 100%股权和与之相关的所有股权权益）以第一优先质押的方式质押给质权人，作为各协议项下质权人权益的担保。
- 2.2 本协议项下股权质押所担保的范围为内资公司及附属企业和/或出质人在各协议项下所应当向质权人支付的全部费用（包括法律费用）、支出及需要承担的损失，利息、违约金、赔偿金、实现债权的费用，以及因任何原因导致各协议全部或部分无效时，内资公司及附属企业和/或出质人应向质权人承担的责任。
- 2.3 本协议项下的质权是指质权人就质押股权所享有的，以折价、拍卖、变卖出质人质押给质权人的股权而所得价款优先受偿的权利。

- 2.4 本协议生效后，除非经过质权人明确书面同意，否则，仅当内资公司及附属企业、出质人及出质人登记股东已适当地履行完毕其在各协议项下的全部义务，并经质权人书面认可后，本协议项下的质押方可解除。若内资公司及附属企业、出质人或出质人登记股东在各协议规定的期限届满时，仍未完全履行其在该等协议项下义务的全部或任何部分，质权人仍享有本协议所规定的质权，直至上述有关义务和责任以令质权人合理满意的方式完全履行完毕后，本协议项下的质押方可解除。
- 2.5 本协议项下担保的效力不因各协议的任何修改或变更而受到任何影响，本协议项下的担保对于修改后的各协议项下出质人、内资公司及附属企业、出质人登记股东的义务仍然有效。如果各协议中任何协议因任何原因成为无效，或者被撤销或解除，则质权人有权立即按照本协议第 10 条的规定行使质权。
- 2.6 在质押期限内，质权人有权收取因股权而产生的任何股息或其他可分配利益。在质权人事先书面同意的情况下，出质人方可就股权而分得股利或分红。出质人经质权人事先书面同意而因股权而分得的股利或分红在扣除出质人根据中国适用法律应当缴纳或代扣代缴的税费后应根据质权人的要求 (a) 存入质权人的指定帐户内，受质权人监管，并用于担保合同义务和首先清偿担保债务；或者 (b) 在不违反中国法律的前提下，将此等红利、股利无条件地返还给质权人或质权人指定的人。

3. 生效和期限

- 3.1 本协议自协议各方签字盖章之日即成立并追溯自 (1) Quantgroup Technology Limited 根据出质人登记股东或出质人登记股东指定的第三方与 Quantgroup Technology Limited 共同签署的《Quantgroup Technology Limited 投资合作协议》向出质人登记股东或出质人登记股东指定的第三方发行股份并完成交割之日，或 (2) 出质人登记股东或出质人登记股东指定的第三方在 Quantgroup Technology Limited 股东名册中登记为股东之日，以上二者孰早之日起生效。各方在此一致同意并确认，本协议的条款和条件的效力追溯至出质人成为内资公司股东之日。本协议项下的质权在内资公司的主管工商行政管理机关办理完成该股权质押的登记手续之日起设立。
- 3.2 在本协议有效期内，如内资公司或附属企业未按独家业务合作协议交付服务费或未履行各协议项下的其他义务，在合理通知之后，质权人有权按本

协议的规定行使质权。

3.3 质权的有效期（下称“**质押期限**”）由上述生效日起直至：**(a)**最后一笔被该质权所担保的担保债务和合同义务被完全偿付及履行完毕；**(b)**质权人（或其指定方）已按照独家购买权协议购买出质人持有的内资公司及附属企业全部股权及资产，且质权人可合法从事内资公司及附属企业的业务；**(c)**本协议已被质权人单方终止；或**(d)**本协议根据适用中国法律法规的规定被终止。

3.4 除非依据本协议第 3.3 条所述事件发生，本协议项下质权有效期自其设立之日起至各协议项下全部义务履行完毕之日起二（2）年止。

4. 质权凭证的占有、保管和质权的登记

4.1 质权应自其向内资公司所在地的市场监督管理部门（下称“登记机关”）登记后设立。出质人应在本协议签订之日起十（10）个工作日内或协议各方协商一致的其他时间内将其在内资公司的股权出资证明书（正本）交付给质权人保管，向质权人提交本协议项下质押已经适当地登记在内资公司的股东名册上的证明，并办理所有中国法律法规所要求的各项审批、登记备案手续（包括但不限于在中国法律和内资公司主管工商行政管理机关办理股权质押登记手续）。

4.2 质押记载事项发生变化，出质人应与新的质权人按与本协议相同的条款和条件签订一份新的质押合同。依法需进行变更记载的，质权人与出质人应在记载事项变更之日起五（5）个工作日内作相应变更记载，并提交相关的变更登记文件，且在内资公司主管工商行政管理机关办理相关变更登记手续。

4.3 股权质押期间，出质人登记股东及出质人应指示内资公司不分配任何股息、红利，或批准任何利润分配方案；如出质人就质押股权应取得除股息、红利或其它利润分配方案外的其它任何性质的经济性利益，出质人应根据质权人要求指示内资公司将有关（变现后的）款项直接汇至质权人指定的银行帐户，未经质权人事先书面同意，出质人不得动用。

4.4 股权质押期间，如出质人认购内资公司的新注册资本（“**新增股权**”），则该部分新增股权自动成为本协议项下的质押股权，出质人应于取得新增股权后十（10）个工作日内完成以该部分新增股权设定质押所需的各项手续。

如出质人未能按照前述规定完成有关手续，质权人有权立即按照本协议第 10 条的规定实现质权。

5. 出质人的声明和保证

出质人在签署本协议时向质权人做出如下陈述与保证，并确认质权人系依赖于该等陈述与保证而签署和履行本协议：

- 5.1 出质人在中国法律下具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 5.2 出质人合法持有本协议项下的股权，并有权以该等股权向质权人提供质押担保。自本协议生效之日起至质权人根据本协议第 2.4 款的规定享有质权的期间内，在任何时候，一旦质权人根据本质押协议行使质权人的权利或实现质权时，不应有来自任何其他方的合法权利要求或正当干预。
- 5.3 质权人有权以法律法规及本协议规定的方式行使质权。
- 5.4 出质人签署本协议和履行其在本协议项下的义务，已取得所有必需的公司授权且不违反任何适用法律法规的规定，本协议的授权代表签字人已得到合法有效的授权。就本协议的签署和履行及本协议项下之股权质押须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续（如依法需要）已经获得或办理，并将在本协议有效期内充分有效。
- 5.5 除本协议项下的质押和各协议中另有约定的外，出质人持有的股权不存在任何其他权利负担或任何形式的第三人担保权益（包括但不限于质押）。股权的所有权不存在任何争议，未受扣押或其他法律程序的限制或存在类似的威胁，依所适用的法律可以用于质押和转让。本协议项下的质押构成对股权的第一顺序的担保权益。
- 5.6 不存在与股权有关的任何正在进行中或可能发生的民事、行政或刑事诉讼、行政处罚或仲裁。
- 5.7 不存在任何与股权相关的应付而未付的税赋、费用或应完成而未完成的法律程序、手续。

5.8 本协议的各条款均是出质人的真实意思表示，对其具有法律约束力。

6. 内资公司及附属企业的声明和保证

- 6.1 内资公司及附属企业是根据中国法律适当注册并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 6.2 本协议经内资公司及附属企业适当签署并根据本协议条款生效后，对内资公司及附属企业构成合法、有效和具有约束力的义务。
- 6.3 内资公司及附属企业签署本协议及行使其在本协议项下的权利，或履行其在本协议下的义务，不会违反或抵触任何法律、法规、任何法院判决、任何仲裁机关的裁决、任何行政机关的决定、内资公司或附属企业作为一方的或对其资产有约束力的任何协议或合同、或内资公司/附属企业向任何第三方所作的任何承诺。
- 6.4 除需向登记机关办理的股权出质设立登记外，就本协议的签署和履行及本协议项下之股权质押生效须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续（如依法需要）已经获得或办理，并将在本协议有效期内充分、持续有效。
- 6.5 在任何法院或仲裁庭均没有针对内资公司或附属企业、或其财产、或股权的未决的或就内资公司或附属企业所知有威胁的诉讼、法律程序或请求，同时任何政府机构或行政机关亦没有任何针对内资公司或附属企业、或其财产、或股权的未决的或就内资公司或附属企业所知有威胁的诉讼、法律程序或请求，将对内资公司或附属企业的经济状况或其履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。
- 6.6 内资公司及附属企业兹向质权人保证上述陈述与保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实的和正确的，并将被完全地遵守。

7. 出质人登记股东及质权人的声明和保证

- 7.1 出质人登记股东在签署本协议时，分别且不连带地向质权人做出如下陈述与保证：
- 7.1.1 出质人登记股东在中国法律下具有完全、独立的法律地位和法律能力，出质人登记股东签署本协议和履行其在本协议项下的义务，

已取得所有必需的公司授权且不违反任何适用法律法规的规定，本协议的授权代表签字人已得到合法有效的授权。就本协议的签署和履行须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续（如依法需要）已经获得或办理，并将在本协议有效期内充分有效。

7.1.2 自本协议生效之日起至质权人根据本协议第 2.4 款的规定享有质权的期间内，在任何时候，一旦质权人根据本质押协议行使质权人的权利或实现质权时，不应有来自任何其他方的合法权利要求或正当干预。

7.1.3 不存在与出质人登记股东持有的出质人股权有关的任何正在进行中或可能发生的民事、行政或刑事诉讼、行政处罚或仲裁。

7.1.4 本协议的各条款均是出质人登记股东的真实意思表示，对其具有法律约束力。

7.2 出质人登记股东分别且共同地同意，其将采取一切行动促使出质人确保质权人按本协议之条款行使质权人的权利不受到出质人或出质人的继受人或受让人或任何其他人的中断或妨害。

7.3 出质人登记股东向质权人保证，为保护或完善本协议对各协议项下出质人和/或内资公司及附属企业义务的担保，出质人登记股东将对出质人的章程进行一切必要的修改（如需），诚实签署、并促使其他与质权有利害关系的当事人签署质权人所要求的所有的权利证书、契约、和/或履行并促使其他有利害关系的当事人履行质权人所合理要求的行为，并为质权人行使质权提供便利。

7.4 质权人保证，在中国法律允许外商直接或间接持股经营内资公司或附属企业业务之日，将尽快行使独家购买权协议及独家业务合作协议项下的相关权益，以使质权人直接经营内资公司及其附属企业（此处指丙方 2 及其他届时存在的内资公司的附属企业）业务或直接持有内资公司及其附属企业（此处指丙方 2 及其他届时存在的内资公司的附属企业）股权，并终止合约安排协议之再次修订与重述。

8. 出质人和出质人登记股东的承诺

8.1 在本协议有效期内，出质人和出质人登记股东向质权人作出承诺如下：

- 8.1.1 出质人承诺除根据质权人的要求向质权人或质权人指定的第三方转让股权外，在各协议项下义务全部履行前，未经质权人事先书面同意，出质人不得转让股权，不得在股权上设立或允许存在任何可能影响质权人权利和利益的质押等任何其他权利负担或任何形式的第三人担保权益。未经质权人事先书面同意，不得采取将导致或可能导致股权或股权上附随权利发生变化，并且该等变化将对或可能对质权人本协议项下权利产生实质性不利影响的任何行动。出质人登记股东承诺将采取一切行动促使和监督出质人履行前述承诺。同时，出质人登记股东承诺，除根据质权人的要求向质权人或质权人指定的第三方转让股权外，在各协议项下义务全部履行前，未经质权人事先书面同意，出质人登记股东不得转让其各自持有的出质人股权，不得在出质人股权上设立或允许存在任何可能影响质权人权利和利益的质押等任何其他权利负担或任何形式的第三人担保权益。未经质权人事先书面同意，不得采取将导致或可能导致出质人股权或出质人股权上附随权利发生变化，并且该等变化将对或可能对质权人本协议项下权利产生实质性不利影响的任何行动。
- 8.1.2 出质人承诺遵守并执行所有适用的法律、法规的规定，在收到有关主管机关就质权发出或制定的通知、指令或建议时，于五（5）个工作日内向质权人出示上述通知、指令或建议，并按照质权人的合理指示作出行动，出质人登记股东承诺将采取一切行动促使和监督出质人遵守前述承诺。
- 8.1.3 出质人及出质人登记股东承诺将任何可能导致对出质人股权或本协议下的其他任何权利产生影响的事件或收到的通知，以及可能改变出质人在本协议中的任何义务、或对出质人履行其在本协议中义务可能产生影响的任何事件或收到的相关通知及时通知质权人，并按照质权人的合理指示作出行动。
- 8.2 出质人和出质人登记股东同意，其将确保质权人按本协议之条款行使质权人的权利不受到出质人、出质人登记股东及其继受人或受让人或任何其他人的中断或妨害。
- 8.3 出质人和出质人登记股东向质权人保证，为保护或完善本协议对各协议项下出质人和/或内资公司及附属企业义务的担保，出质人将对内资公司的章程进行一切必要的修改（如需），诚实签署、并促使其他与质权有利害关系的当事人签署质权人要求的所有的权利证书、契约、和/或履行并

促使其他有利害关系的当事人履行质权人所合理要求的行为，并为质权人行使质权提供便利，与质权人或其指定的任何第三方签署所有的有关股权证明变更的文件，在合理期间内向质权人提供其认为需要的所有有关质权的文件。

- 8.4 出质人和出质人登记股东向质权人保证，为了质权人的利益，出质人和出质人登记股东将遵守、履行所有的保证、承诺、协议及陈述。如出质人和出质人登记股东不履行或不完全履行其保证、承诺、协议及陈述，出质人和出质人登记股东应赔偿质权人由此遭受的一切损失。

9. 违约事件

- 9.1 下列事项均被视为违约事件：

- 9.1.1 内资公司或附属企业或其承继人或受让人未能按期足额支付各协议项下的任何应付款项，或出质人、出质人登记股东或其承继人或受让人未能履行其在各协议项下的义务；
- 9.1.2 出质人在本协议第 5 条、第 8 条所作的任何声明、保证或承诺有实质性的误导或错误，和/或出质人违反本协议第 5 条、第 8 条的声明、保证或承诺；出质人登记股东在本协议第 7 条、第 8 条所作的任何声明、保证或承诺有实质性的误导或错误，和/或出质人登记股东违反本协议第 7 条、第 8 条的声明、保证或承诺；
- 9.1.3 出质人、内资公司或附属企业或出质人登记股东违反本协议的任何条款致使质权人无法实现质权；
- 9.1.4 除本协议第 8.1.1 款的约定外，出质人未获得质权人书面同意而擅自转让或处分出质的股权；
- 9.1.5 出质人自身对外的任何借款、担保、赔偿、承诺或其他债务、责任因任何原因被要求提前偿还或履行或已到期但不能如期偿还或履行，致使质权人有理由认为出质人履行本协议项下的义务的能力已受到影响，并且进而影响到质权人利益的；
- 9.1.6 出质人不能偿还一般债务或其他负债，并且进而影响到质权人利益的；

9.1.7 出质人因其所拥有的财产出现重大不利变化，致使质权人有合理理由认为出质人履行本协议项下的义务的能力受到影响；及

9.1.8 质权人不能或可能不能行使其针对质权的权利的任何其他情况。

9.2 出质人和/或内资公司、附属企业、出质人的登记股东如知悉或发现上述第9.1款所述的任何事项或可能导致上述事项的事件已经或可能发生，出质人和/或内资公司、附属企业、出质人的登记股东应立即以书面形式通知质权人。

9.3 除非本第9.1款所列的违约事项已以质权人满意的方式得到圆满解决，否则质权人可在违约事项发生时或发生后的任何时间以书面形式向出质人和/或内资公司、附属企业、出质人的登记股东发出违约通知，要求出质人和/或内资公司、附属企业立即支付独家业务合作协议项下的欠款及其他应付款项，或者及时履行各协议项下的义务。如在发出该等书面通知之日起三十（30）日内，出质人或内资公司、附属企业、出质人的登记股东未及时纠正其违约行为或采取必需的救济行为，则质权人有权按本协议第10条的规定行使质权。

10. 质权的行使

10.1 质权人行使质权时应按照本协议第9.3款的规定向出质人发出违约通知。

10.2 受限于第9.3款的规定，质权人可在按第9.3款发出违约通知之后的任何时间里行使质权。

10.3 质权人有权按照法定程序将本协议项下的全部或部分股权折价出售，或以拍卖、变卖该股权的价款优先受偿，直到将各协议项下尚未支付的服务费及其他一切应付款项抵偿完毕、以及各协议项下的其他义务全部履行完毕。

10.4 质权人依照本协议行使质权时，出质人和/或内资公司、附属企业、出质人登记股东不得设置任何障碍，并应予以必要的协助，以使质权人实现其质权。

11. 转让

11.1 除非经质权人事先书面明确同意，出质人、出质人登记股东无权向第三方

转让其在本协议项下的任何权利和/或义务。

11.2 本协议对出质人、出质人登记股东及其继任人均有约束力，并且对质权人及其承继人或受让人有效。

11.3 质权人可以在任何时候将其在各协议项下的全部或任何权利和义务转让给其指定的任何第三方，在这种情况下，受让人应相应地享有和承担本协议项下质权人享有和承担的权利和义务。质权人转让各协议项下的权利和义务时，应质权人要求，出质人、出质人登记股东应就此权利义务转让签署有关协议和/或文件。

11.4 因本协议第 11.3 条权利义务转让导致质权人变更的，新质押双方应重新签订与本协议相同条款和条件的质押协议，且出质人应负责办理全部有关登记手续。

11.5 各方应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的各协议的规定，包括合约安排协议之再次修订与重述，履行在本协议和各协议项下的义务，且不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对在本协议项下质押的股权的任何余下的权利。

12. 手续费及其他费用

12.1 一切与本协议有关的费用及实际开支，其中包括但不限于法律费用、工本费、印花税以及任何其他税收、费用等全部由出质人承担。如果法律规定由质权人缴付有关税费，出质人应就质权人已缴付的税费给予全额的补偿，除非质权人同意自行承担全部或部分该等税费。

12.2 出质人如未依本协议的规定缴付其应付的任何税项、费用，或因其他原因而导致使质权人采取任何途径或方式追索出质人未缴付的款项，出质人应承担由此而引起的一切费用（包括但不限于处理质权的各种税费、手续费、管理费、诉讼费、律师费及各种保险费等）。

13. 保密责任

各方承认及确定本协议的存在、本协议的条款，以及各方因准备或履行本协议交换的任何口头或书面信息应被视为保密信息。各方应对所有该等保密信息保密，且未经其他方书面同意，各方均不得向任何第三方披露任何有关保密信息，但下

列信息除外：(a) 属于公共领域的信息（并非因任一方擅自披露所致）；(b) 适用法律或法规、任何证券交易所的规则或具有管辖权的政府机关或法院的命令要求披露的信息；或 (c) 针对本协议拟议交易需由各方向其法律顾问或财务顾问披露的信息，前提是该法律顾问或财务顾问须遵守与本第 13 条相似的保密义务。各方聘请的人员或机构对任何保密信息的披露均应被视为各方对该等保密信息的披露，各方应对此承担违反本协议的责任。无论本协议以任何理由被视为无效、解除、终止或不具操作性，本条款仍然有效。

14. 不可抗力

14.1 “**不可抗力事件**”是指超出一方所能合理控制的范围，在受影响的一方加以合理的注意之下仍不可避免的任何事件，包括但不限于政府行为、自然力、火灾、爆炸、风暴、洪水泛滥、地震、潮汐、闪电或战争。但是，资信、资金或融资不足不得被视为是超出一方所能合理控制的事项。受不可抗力事件影响的一方（下称“**受影响方**”）的责任应根据不可抗力事件对本协议的影响被全部或部分免除，因不可抗力事件而寻求免除本协议项下履行责任的受影响方应在不迟于不可抗力事件发生后十(10)日内将该等不可抗力事件通知另一方，由协议各方根据该等不可抗力事件的影响协商修改本协议，以及全部或部分免除受影响方本协议项下的义务。

14.2 受影响方应采取适当的措施减少或消除该等不可抗力事件的影响，并应努力恢复因该等不可抗力事件而被延迟或受阻碍的义务的履行。一旦不可抗力事件消除，协议各方同意尽最大努力恢复本协议项下权利及义务的履行。

15. 违约赔偿

15.1 若任何一方（下称“**违约方**”）违反本协议任何条款，且对其他方（下称“**非违约方**”）造成损害，非违约方可向违约方发出书面通知，要求违约方对其违约行为立即进行弥补和纠正；如果违约方在非违约方发出上述书面通知之日三十(30)日内未能采取令非违约方满意的措施，对其违约行为进行弥补和纠正，则非违约方可立即根据本协议规定的方法或通过法律手段采取其他救济措施。

15.2 出质人、内资公司及附属企业和出质人登记股东进一步同意，出质人、内资公司及附属企业和出质人登记股东应就质权人因履行本协议而产生或引起的、针对质权人发起的任何诉讼、求偿或其他请求所导致的质权人的

任何损失、损害、义务和费用，由造成该等损失、损害、义务和费用的责任人承担对质权人的全部赔偿责任，并使质权人免受损害。

15.3就出质人登记股东在本协议项下应履行的任何义务或赔偿，各自互相不承担任何形式的连带责任，如涉及应由全体出质人登记股东履行的义务或赔偿，则由出质人股东各自按照其在出质人的持股比例承担。

15.4各方同意，不论本协议是否变更、解除或终止，本条款将持续有效。

16. 法律适用和争议解决

16.1本协议受中国法律管辖，依中国法律解释。

16.2在协议各方就本协议项下条款的解释和履行发生争议时，协议各方应善意地协商解决该争议。协商不成，则任何一方可将争议提交中国国际经济贸易仲裁委员会，遵循届时有效的仲裁规则在北京仲裁。仲裁裁决是终局的，对参加仲裁的各方具有约束力。仲裁庭应由三（3）名仲裁员组成。申请人指定一（1）名仲裁员，被申请人指定一（1）名仲裁员。如果任何一方在收到仲裁委员会的仲裁通知后十五（15）日内未能指定其仲裁员或申请由仲裁委员会主任指定的，则应由仲裁委员会主任作出该等指定。第三名仲裁员由各方当事人在被申请人收到仲裁通知后十五（15）日内共同选定或共同委托仲裁委员会主任指定。第三名仲裁员为仲裁庭的首席仲裁员。败诉方应负责支付仲裁委员会的费用、仲裁员的费用、仲裁程序的费用和开支以及与任何仲裁裁决的执行有关的所有费用和支出，包括合理的律师费用和开支。

16.3仲裁庭可以就违约方的股权权益、资产或物业权益裁定赔偿或抵偿非违约方，因协议违约方的违约行为而对非违约方造成的损失、就有关业务或强制性的资产转让裁定强制救济或命令违约方破产。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致非违约方所受损失进一步扩大的行为。协议各方住所所在地或主要资产所在地的法院或其他应被视为具有管辖权的法庭同样有权授予或执行仲裁庭的裁决并对于违约方的股权权益或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致非违约方所受损失进一步扩大的行为。本条规定不受本协议的终止或解除的影响。

16.4除本协议各方发生争议的事项外，本协议各方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

17. 通知

协议各方为履行本协议项下的权利、义务所发出的通知，都应以书面做成，并以专人递送、挂号邮寄、邮资预付邮寄、认可的速递服务、或图文传真的形式发送到有关一方或协议各方于本协议附件一“通信地址”所列的地址。

18. 弃权

质权人没有行使或延迟行使本协议项下的任何权利、补救方法、权力或特权时，不得作为对该权利、补救方法、权力或特权的一项弃权，质权人对任何权利、补救方法、权力或特权的任何单独或部分行使，并不排除质权人对任何其它权利、补救方法、权力或特权的行使。本协议所规定的权利、补救方法、权力及特权是累加性的，且不排除任何法律规定的任何权利、补救方法、权力及特权的适用。

19. 其他

19.1本协议对各方及其各自的继承人、继任者和受让方均有效，且具有约束力。

19.2本协议标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

19.3协议各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

19.4协议各方确认，本协议一经生效即构成了各方就本协议中内容所达成的完整的协议及共识，并彻底取代各方在本协议之前达成的与本协议内容有关的全部口头和/或书面的协议及共识。

19.5协议各方在此确认本协议为协议各方在平等互利的基础之上达成的公平合理的约定。若本协议项下的任何一条或多条规定根据适用法律或法规在任何方面被有管辖权的法院或仲裁机构认定或裁定为无效、失效、不合法或不可执行的，本协议其余规定的有效性、合法性和可执行性不应因此在任何方面受到影响或损害。本协议各方应停止履行该无效、失效、不合法或不可执行之条款，并在最接近其原意的范围内仅将其修正至对该类特定

的事实和情形有效及可执行的程度。

19.6 本协议按照第 3.1 条约定的时间生效。本协议的任何修订、更改和补充，均须采用书面形式，并且在经各方签字（如为法人须签字并加盖公章）后根据约定生效。本协议项下的质权将在完成政府登记程序（如适用）后设立。本协议如与办理股权质押登记的协议不一致的，以本协议为准。

19.7 本协议以中文书就，一式贰拾伍（25）份，每方各执壹（1）份，具有同等法律效力。

（本页以下无正文）

(此页无正文，为《股权质押协议之再次修订与重述》签署页)

甲方：杭州量化派科技有限公司 (盖章)

法定代表人/授权代表 (签字)



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

乙方：北京喜推科技有限公司（盖章）



法定代表人/授权代表（签字）

（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丙方 1：量子数科科技有限公司（盖章）



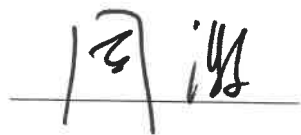
（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丙方 2：北京量化派科技有限公司（盖章）



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 1：周灏（签字）



(此页无正文，为《股权质押协议之再次修订与重述》签署页)

丁方 2: 北京木星山石企业管理合伙企业(有限合伙)(盖章)


执行事务合伙人/授权代表(签字)



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 3：北京金星力量企业管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 4：阳光人寿保险股份有限公司（盖章）



法定代表人/授权代表（签字）

（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 5：亚东星辰创业投资有限公司（盖章）



法定代表人/授权代表（签字）

潘东辉

《股权质押协议之再次修订与重述》签署页

（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 6：高榕资本（深圳）投资中心（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 7：宁波众合众惠投资管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）

(此页无正文，为《股权质押协议之再次修订与重述》签署页)

丁方 8：共青城尚鹏投资管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）

（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 9：上海泰融浩源企业管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）

(此页无正文，为《股权质押协议之再次修订与重述》签署页)

丁方 10: 丽水时泰赛点股权投资基金合伙企业(有限合伙)(盖章)

王凯

执行事务合伙人/授权代表(签字)

（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 11：珠海富海铎创信息技术创业投资基金（有限合伙）（盖章）

执行事务合伙人/授权代表（签字）



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 12：北京知本溯源科技中心（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



(此页无正文，为《股权质押协议之再次修订与重述》签署页)

丁方 13: 嘉兴知微知章股权投资基金合伙企业(有限合伙)(盖章)



执行事务合伙人/授权代表(签字)



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 14：丽水天亿赛点股权投资基金合伙企业（有限合伙）（盖章）

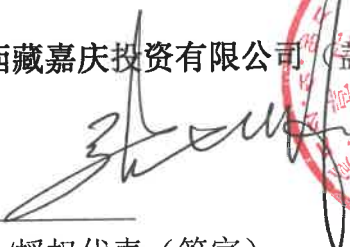
飞凯

执行事务合伙人/授权代表（签字）



(此页无正文，为《股权质押协议之再次修订与重述》签署页)

丁方 15：西藏嘉庆投资有限公司 (盖章)



法定代表人/授权代表 (签字)



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 16：亚东信齐投资管理有限公司（盖章）



法定代表人/授权代表（签字）

（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 17：北京将门成长创业投资中心（有限合伙）（盖章）

林松

执行事务合伙人/授权代表（签字）



(此页无正文，为《股权质押协议之再次修订与重述》签署页)

丁方 18: 上海嘉源企业管理合伙企业(有限合伙)(盖章)



执行事务合伙人/授权代表(签字)



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 19：萍乡市狄谷投资管理合伙企业（有限合伙）（盖章）


执行事务合伙人/授权代表（签字）



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 20：海南丰升众诚企业管理合伙企业（有限合伙）（盖章）

李先

执行事务合伙人/授权代表（签字）



（此页无正文，为《股权质押协议之再次修订与重述》签署页）

丁方 21：海南丰升众创企业管理合伙企业（有限合伙）（盖章）



执行事务合伙人/授权代表（签字）



附件一：通信地址

杭州量化派科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

北京喜推科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

量子数科科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

北京量化派科技有限公司

联系人：周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

周灏

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18510329615

电子邮箱：hao.zhou@quantgroup.cn

北京木星山石企业管理合伙企业（有限合伙）

联系人：于善玲

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18600362805

电子邮箱：shanling.yu@quantgroup.cn

北京金星力量企业管理合伙企业（有限合伙）

联系人：于善玲

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18600362805

电子邮箱：shanling.yu@quantgroup.cn

阳光人寿保险股份有限公司

联系人：张毅

通讯地址：北京市朝阳区东三环中路 1 号环球金融中心西塔 15 层

联系电话：13910624283

电子邮箱：zhangyi01-ghq@sinosig.com

亚东星辰创业投资有限公司

联系人：沈智舟

通讯地址：北京市朝阳区朝阳北路 237 复星国际中心 2509

联系电话：15810486235

电子邮箱：shenzz@fosun.com

高榕资本（深圳）投资中心（有限合伙）

联系人：法务部

通讯地址：北京市朝阳区望京启阳路金辉大厦 4101 室

联系电话：010-84442729

电子邮箱：legalgroup@gaorongvc.com

宁波众合众惠投资管理合伙企业（有限合伙）

联系人：戴诗文

通讯地址：北京市朝阳区八里庄东里莱锦文化创意产业园 CF05 西门

联系电话：18551762500

电子邮箱：daishiw@starvc.cn

共青城尚鹏投资管理合伙企业（有限合伙）

联系人：吴海燕

通讯地址：Geneva Place, Waterfront Drive, P.O. Box 3469, Road Town, Tortola,
British Virgin Islands

联系电话：86-10-85893858

电子邮箱：haiyanwu@cgcvc.com

上海泰融浩源企业管理合伙企业（有限合伙）

联系人：吴喜春

通讯地址：北京市朝阳区望京东园保利国际广场 T1-29 层

联系电话：18618226108

电子邮箱：wuxichun@zhshr-capital.com

丽水时泰赛点股权投资基金合伙企业（有限合伙）

联系人：杨莹莹

通讯地址：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 栋

联系电话：18501150407

电子邮箱：matchpointvc@sina.com

珠海富海铎创信息技术创业投资基金（有限合伙）

联系人：黄国强

通讯地址：北京市朝阳区东三环中路 5 号财富金融中心（FFC）5801

联系电话：136 0130 9427

电子邮箱：gqhuang@ofcapital.com

北京知本溯源科技中心（有限合伙）

联系人：梁晨

通讯地址：北京市通州区 K2 清水湾 1 栋 2 单元 906

联系电话：18811379424

电子邮箱：liangchen@prophetcapital.cn

嘉兴知微知章股权投资基金合伙企业（有限合伙）

联系人：张文昊

通讯地址：辽宁省大连市中山区人民路 35 号纺织大厦 1907 室

联系电话：13164528030

电子邮箱：13164528030@163.com

丽水天亿赛点股权投资基金合伙企业（有限合伙）

联系人：杨莹莹

通讯地址：浙江省丽水市莲都区城北街 368 号绿谷信息产业园南区 7 栋

联系电话：18501150407

电子邮箱：matchpointvc@sina.com

西藏嘉庆投资有限公司

联系人：冯磊

通讯地址：北京市海淀区丹棱街 1 号互联网金融中心 1 层

联系电话：18516871937

电子邮箱：18633982223@163.com

亚东信齐投资管理有限公司

联系人：沈智舟

通讯地址：北京市朝阳区朝阳北路 237 复星国际中心 2509

联系电话：15810486235

电子邮箱：shenzz@fosun.com

北京将门成长创业投资中心（有限合伙）

联系人：杜枫

通讯地址：北京市朝阳区霄云路 40 号院 1 号楼国航世纪大厦 17 层 1709 室

联系电话：13901378847

电子邮箱：du@thejiangmen.com

上海鑫源企业管理合伙企业（有限合伙）

联系人：戴诗文

通讯地址：北京市朝阳区八里庄东里莱锦文化创意产业园 CF05 西门

联系电话：18551762500

电子邮箱：daishiwen@starvc.cn

萍乡市狄谷投资管理合伙企业（有限合伙）

联系人：孙靖淮

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：18600678752

电子邮箱：jinghuai.sun@quantgroup.cn

海南丰升众诚企业管理合伙企业（有限合伙）

联系人：李岩

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：13601139308

电子邮箱：yan3.li@quantgroup.cn

海南丰升众创企业管理合伙企业（有限合伙）

联系人：李岩

通讯地址：北京市海淀区丹棱街 1 号中国电子大厦 B 座 701

联系电话：13601139308

电子邮箱：yan3.li@quantgroup.cn

授权委托书之再次修订与重述

本企业，北京喜推科技有限公司，系根据中华人民共和国（下称“中国”）法律设立并有效存续的有限责任公司，统一社会信用代码为 91110115MA7GMA6D60（下称“**授权人**”），于 2023 年【03】月【10】日签发本授权委托书之再次修订与重述（以下简称“**授权委托书**”）。

鉴于：

（1）授权人持有量子数科科技有限公司（下称“**公司**”）100%的股权，公司持有北京量化派科技有限公司100%的股权（下称“**北京量化派**”）；

（2）授权人和杭州量化派科技有限公司（下称“**外商独资企业**”）以及公司之间于2022年5月20日订立了《独家购买权协议》《股权质押协议》《独家业务合作协议》等协议，且本企业于2022年5月20日依据上述协议向外商投资企业签发了与本授权委托书内容实质一致的《授权委托书》（前述《独家购买权协议》《股权质押协议》《独家业务合作协议》《授权委托书》合称“**合约安排协议**”）；

（3）授权人、外商独资企业、公司及授权人登记股东之间于2022年8月18日订立了《独家购买权协议之修订与重述》《股权质押协议之修订与重述》《独家业务合作协议之修订与重述》，且本企业于2022年8月18日依据前述协议向外商投资企业签发了与本授权委托书内容实质一致的《授权委托书之修订与重述》（前述《独家购买权协议之修订与重述》《股权质押协议之修订与重述》《独家业务合作协议之修订与重述》《授权委托书之修订与重述》合称“**合约安排协议之修订与重述**”），对合约安排协议进行修订与重述；

（4）授权人、外商独资企业、公司及附属企业、授权人登记股东之间于2023年【03】月【10】日订立了《独家购买权协议之再次修订与重述》（以下简称“**独家购买权协议**”）《股权质押协议之再次修订与重述》（以下简称“**股权质押协议**”）《独家业务合作协议之再次修订与重述》（以下简称“**独家业务合作协议**”），对合约安排协议及合约安排协议之修订与重述进行再次修订与重述，并增加附属企业为协议签署方以使其受到各协议更有效的约束；

(5) 为保证公司及附属企业正常持续经营且确保公司及附属企业和授权人履行上述协议项下的义务，外商独资企业要求公司股东授权外商独资企业为受托人，并由其全权代表授权人行使就授权人所持公司股权享有的一切权利，且授权人同意对其给予授权委托。

有鉴于此，授权人特此在法律允许的最大范围内不可撤销地授权外商独资企业或外商独资企业指定的第三方或其授权代表（下称“**被授权人**”），全权代理授权人行使授权人所享有与其所持有的全部公司有投票权的股权（下称“**股权**”）相对应的全部股东权利，包括但不限于：

(1) 对公司及附属企业运营、业务、客户、财务、员工等信息的知情权；

(2) 根据公司章程，就有关公司及附属企业业务的重大事项作出抉择，并审阅、批准有关的所有报告及计划；

(3) 参与/实施作出股东决定前的任何程序性事项；

(4) 签署并作出股东决定；

(5) 行使按法律和公司章程规定授权人所享有的全部股东权利，包括但不限于表决权、出售或转让或质押或处置授权人股权的全部或任何一部分的权利以及决定分红等事项的权利；

(6) 作为授权人的授权代表作出指定和任命公司的董事长、董事、监事、总经理，财务总监及其他高级管理人员的股东决定；

(7) 以授权人的名义，代表授权人签署、行使与公司股权有关的股东权利的文件及在相关公司注册处存档文件；

(8) 批准向政府主管机关递交任何审批、登记、备案所需报送的文件；

(9) 依法行使任何处理公司资产的股东权力，包括但不限于管理其资产相关业务的权力、取用其收入的权力及取得其资产的权力；

(10) 代表公司的登记股东就公司在其破产、清算、解散或终止时行使表决权；以及公司破产、清算、解散或终止后所得剩余资产的分配权力；

(11) 其他适用的中国法律及公司章程（及其不时的修订）规定的任何股东权利。

授权人同意并承诺，授权人在本授权委托书签署日之前出具的与任何股权有关的所有授权委托书均不可撤销地予以撤销，授权人特此保证不会就任何股权与任何第三方另行签署任何授权委托协议或出具任何授权委托书。本授权委托书及被其授予的与股权相关的任何权力、权利或是利益是不可撤销的。

除本授权书另有约定外，被授权人就授权人股权的一切行为均可依照被授权人自身的判断作出而无需授权人的口头或书面的指示。被授权人就授权人股权的一切行为均视为授权人的行为，签署的一切文件均视为授权人签署的文件，授权人在此不可撤销地予以承认。此外，被授权人有权转委托，可以将本授权书授予其的任何及一切权利、权力与利益自行委托外商独资企业董事会指定的其他个人或是单位行使或享有。

除非(i)授权人、授权人登记股东、外商独资企业、公司及附属企业共同或分别签署的独家业务合作协议、独家购买权协议及股权质押协议因任何原因提前终止；或(ii)授权人不再是公司的股东；或(iii)外商独资企业已收购公司的全部股本权益或资产；或(iv)外商独资企业以书面形式单方面终止授权委托事项，本授权委托书的有效期为十（10）年，自授权委托书生效之日起算。授权委托期满，除非被授权人书面通知授权人其不同意延展，授权委托书有效期到期后以十（10）年为期自动延展，以此类推，且延展次数不限。

本授权委托书系对本企业于 2022 年 5 月 20 日签发的《授权委托书》及 2022 年 8 月 18 日签发的《授权委托书之修订与重述》再次进行修订与重述，本授权委托书经授权人正式签署后追溯自（1）Quantgroup Technology Limited 根据授权人的股东或授权人的股东指定的第三方与 Quantgroup Technology Limited 共同签署的《Quantgroup Technology Limited 投资合作协议》向授权人的股东或授权人的股东指定的第三方发行股份并完成交割之日，或（2）授权人的股东或授权人的股东指定的第三方在 Quantgroup Technology Limited 股东名册中登记为股东之日，以上二者孰早之日起生效。本授权委托书对授权人的全体高级管理人员、董事、代理人、受让人和继受人均具有约束力。

（本页以下无正文）

(此页无正文，为《授权委托书之再次修订与重述》签署页)

授权人：北京喜推科技有限公司（盖章）



法定代表人/授权代表（签字）



配偶承诺函

本人，孙靖淮（中华人民共和国身份证号码：【220581198601300221】），为周灏（中华人民共和国身份证号码：【510625198004060016】）之合法配偶，在签署本承诺函时具有完全民事行为能力，并有权签署本承诺函。

鉴于周灏为北京喜推科技有限公司（以下简称“喜推科技”）的股东并持有喜推科技【23.7162】%的股权（以下简称“标的股权”）而喜推科技则持有量子数科科技有限公司（以下简称“量子数科”）100%的股权，量子数科持有北京量化派科技有限公司（以下简称“北京量化派”，量子数科及北京量化派合称为“内资公司”）100%的股权，本人于2022年8月18日出具了与本承诺函实质一致的《配偶承诺函》，且本人于2023年【03】月【10】日在此无条件并不可撤销地同意周灏于2023年【03】月【10】日签署下列文件（该等协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），下称“交易文件”），并同意按照以下交易文件的规定处置周灏持有的、并登记在其名下的标的股权：

- (1) 杭州量化派科技有限公司（下称“外商独资企业”）、量子数科、北京量化派、喜推科技及喜推科技全部股东签署的《股权质押协议之再次修订与重述》；
- (2) 外商独资企业、量子数科、北京量化派、喜推科技及喜推科技全部股东签署的《独家购买权协议之再次修订与重述》；及

本人在此确认及不可撤销的承诺：

1. 本人完全知晓并同意周灏签署相关交易文件，特别是本人完全知晓并独立、不可撤销地同意相关交易文件中关于周灏在喜推科技及其直接和间接持有或控制的实体直接和间接持有的股权权益的限制、出质、转让或以其他任何形式处分的约定。
2. 本人同意并承诺周灏持有的喜推科技上述标的股权（无论股权数额以及持股比例是否不时变化）应当并且可以按照交易文件的规定被转让、出售或以其他方式处理，并不需要另行获得本人的同意。在任何情况下，且无论双方婚姻关系存续或终止，本人均承认、同意并遵守交易文件及交易文件下适用于周灏的义务。周灏可以签订交易文件的任何修改和变更，并不需要本人的签字、确认、同意和肯定；无论发生何种情况，本人不会就前述标的股权提出与交易文件内容不符的要求，亦不会采取任何与交易文件内容不符的行动。
3. 本人同意并承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）交易文件得到适当履行。若本人因此而获得任何款项，将全额按 Quantgroup Technology Limited（下称“拟上市公司”）或外商独资企业指定的方式处理。

4. 本人同意并承诺，如本人由于任何原因获得周灏持有的喜推科技的任何股权，则本人应受（经不时修订的）交易文件的约束，并遵守作为内资公司的股东在（经不时修订的）交易文件下的义务，且为此目的，一旦外商独资企业提出要求，本人应签署格式和内容基本与（经不时修订的）交易文件相同的一系列书面文件。
5. 除本人通过萍乡市狄谷投资管理合伙企业（有限合伙）间接持有喜推科技股权并享有相应的股东权利外，本人过去、现在及将来均不介入喜推科技及其直接和间接持有或控制的实体的运营、管理、清算、解散等事宜。
6. 周灏通过喜推科技间接持有的任何内资公司的股权及其所附带的所有权益（下称“**相关股权**”）均为周灏的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，且不可支配该等财产或权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼。
7. 本人在此无条件且不可撤销地放弃依照适用法律可能授予本人的股权以及与相关股权有关的任何股东权益。
8. 如果因任何原因导致相关股权归属于本人（下称“**本人股权**”），则本人股权应当按照相关交易文件的约定和要求被质押、出售或以拟上市公司或外商独资企业指定的方式处理，并且本人应遵守相关交易文件项下的义务。
9. 上述相关股权将按照周灏签署的相关交易文件进行处分。本人确认，在任何时点均将对相关交易文件的履行给予全部的配合；为保证外商独资企业在相关交易文件下的利益，实现外商独资企业签署相关交易文件的根本目的，本人特别授权周灏及/或其授权人士应拟上市公司或外商独资企业之要求，就周灏在内资公司直接或间接持有的股权权益，代表本人不时签署所有必要之法律和非法律文件，履行所有必要之法律和非法律程序，本人对相关文件和程序均予以确认和认可。
10. 本人承诺，除本人通过萍乡市狄谷投资管理合伙企业（有限合伙）间接持有喜推科技股权并享有相应的股东权利外，本人从未且未来也并无计划实际参与内资公司的经营管理或其他表决事项。
11. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关交易文件之订立目的或意图相违背的行为或举措。
12. 本承诺函所作之承诺、确认、同意、授权不因周灏在内资公司所直接或间接持有的股权权益的增、减、合并或其他类似事件而发生撤销、减损、无效或其他不利变化。
13. 本承诺函所作之承诺、确认、同意、授权不因本人丧失行为能力、行为能力受限制、死亡，或者本人与周灏离异等类似事件而发生撤销、减损、无效或

其他不利变化。

14. 本承诺函所作之承诺、确认、同意、授权持续有效，直至外商独资企业与本人双方书面确认终止。外商独资企业和周灏均无需因本人的前述承诺、确认、同意、授权而对本人作出任何补偿，包括货币形式或非货币形式的。
15. 本人进一步同意与确认，与本承诺函有关的任何口头或书面资料均属机密资料。本人将对所有该等资料予以保密，在未得到拟上市公司书面同意前，不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定，或政府部门、法院、仲裁机构及其他监管机构的要求、命令而需披露之资料；或(c)就本承诺函项下所规定的事项需向法律顾问、财务顾问或其他专业顾问披露之资料，而该法律顾问、财务顾问及其他专业顾问亦需受与本条中义务相类似之保密义务约束。本人同意，无论本承诺函是否无效，或以任何理由变更、解除、终止，或不具有可操作性，本条应继续有效。
16. 本承诺函的其他未尽事项，包括但不限于适用法律、争议解决、定义及释义均与由外商独资企业、量子数科及北京量化派于 2023 年【03】月【10】日所签订的《独家业务合作协议之再次修订与重述》的约定相同。

本承诺函一经本人签署后追溯至上述交易文件生效之日起同时生效，并持续有效。

（以下无正文，为签署页）

(以下为《配偶承诺函》签字页)

承诺人：孙靖淮（周灏之配偶）

签字： 孙靖淮

配偶承诺函

本人，周灏（中华人民共和国身份证号码：【510625198004060016】），为孙靖淮（中华人民共和国身份证号码：【220581198601300221】）之合法配偶，在签署本承诺函时具有完全民事行为能力，并有权签署本承诺函。

鉴于孙靖淮为北京喜推科技有限公司（以下简称“喜推科技”）的间接股东并通过萍乡市狄谷投资管理合伙企业（有限合伙）（以下简称“狄谷投资”）间接持有喜推科技【2.3727】%的股权（以下简称“标的股权”），而喜推科技则持有量子数科科技有限公司（以下简称“量子数科”）100%的股权，量子数科持有北京量化派科技有限公司（以下简称“北京量化派”，量子数科及北京量化派合称为“内资公司”）100%的股权，本人于2022年8月18日出具了与本承诺函实质一致的《配偶承诺函》，且本人于2023年【03】月【10】日在此无条件并不可撤销地同意孙靖淮通过其控制的狄谷投资于2023年【03】月【10】日签署下列文件（该等协议及协议各方之后对其所作的任何书面修改、补充或确认（如有）下称“交易文件”），并同意按照以下交易文件的规定处置孙靖淮持有的、并登记在其名下的标的股权：

- (1) 杭州量化派科技有限公司（下称“外商独资企业”）、量子数科、北京量化派、喜推科技及喜推科技全部股东签署的《股权质押协议之再次修订与重述》；
- (2) 外商独资企业、量子数科、北京量化派、喜推科技及喜推科技全部股东签署的《独家购买权协议之再次修订与重述》；及

本人在此确认及不可撤销的承诺：

1. 本人完全知晓并同意孙靖淮通过其控制的狄谷投资参与相关交易文件的签署，特别是本人完全知晓并独立、不可撤销地同意相关交易文件中关于孙靖淮在喜推科技及其直接和间接持有或控制的实体直接和间接持有的股权权益的限制、出质、转让或以其他方式处分的约定。
2. 本人同意并承诺孙靖淮直接/间接持有的喜推科技上述标的股权（无论股权数额以及持股比例是否不时变化）应当并且可以按照交易文件的规定被转让、出售或以其他方式处理，并不需要另行获得本人的同意。在任何情况下，且无论双方婚姻关系存续或终止，本人均承认、同意并遵守交易文件及交易文件下适用于孙靖淮的义务。孙靖淮可以签订交易文件的任何修改和变更，并不需要本人的签字、确认、同意和肯定；无论发生何种情况，本人不会就前述标的股权提出与交易文件内容不符的要求，亦不会采取任何与交易文件内容不符的行动。

3. 本人同意并承诺将签署一切必要的文件，并采取一切必要的行动，以确保（经不时修订的）交易文件得到适当履行。若本人因此而获得任何款项，将全额按 Quantgroup Technology Limited（下称“拟上市公司”）或外商独资企业指定的方式处理。
4. 本人同意并承诺，如本人由于任何原因获得孙靖淮直接/间接持有的喜推科技的任何股权，则本人应受（经不时修订的）交易文件的约束，并遵守作为内资公司的股东在（经不时修订的）交易文件下的义务，且为此目的，一旦外商独资企业提出要求，本人应签署格式和内容基本与（经不时修订的）交易文件相同的一系列书面文件。
5. 孙靖淮通过喜推科技间接持有的任何内资公司的股权及其所附带的所有权益（下称“**相关股权**”）均为孙靖淮的个人资产，不属于夫妻共同财产，本人不享有上述相关股权的任何权益，且不可支配该等财产或权益，未来也不会对于上述相关股权及其附带的权益提出任何主张或者诉讼。
6. 本人在此无条件且不可撤销地放弃依照适用法律可能授予本人的相关股权以及与相关股权有关的任何股东权益。
7. 如果因任何原因导致相关股权归属于本人（下称“**本人股权**”），则本人股权应当按照相关交易文件的约定和要求被质押、出售或以拟上市公司或外商独资企业指定的方式处理，并且本人应遵守相关交易文件项下的义务。
8. 上述相关股权将按照孙靖淮签署的相关交易文件进行处分。本人确认，在任何时点均将对相关交易文件的履行给予全部的配合；为保证外商独资企业在相关交易文件下的利益，实现外商独资企业签署相关交易文件的根本目的，本人特别授权孙靖淮及/或其授权人士应拟上市公司或外商独资企业之要求，就孙靖淮在内资公司直接或间接持有的股权权益，代表本人不时签署所有必要之法律和非法律文件，履行所有必要之法律和非法律程序，本人对相关文件和程序均予以确认和认可。
9. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关交易文件之订立目的或意图相违背的行为或举措。
10. 本承诺函所作之承诺、确认、同意、授权不因孙靖淮在内资公司所直接或间接持有的股权权益的增、减、合并或其他类似事件而发生撤销、减损、无效或其他不利变化。
11. 本承诺函所作之承诺、确认、同意、授权不因本人丧失行为能力、行为能力受限制、死亡，或者本人与孙靖淮离异等类似事件而发生撤销、减损、无效或其他不利变化。
12. 本承诺函所作之承诺、确认、同意、授权持续有效，直至外商独资企业与本

人双方书面确认终止。外商独资企业和孙靖淮均无需因本人的前述承诺、确认、同意、授权而对本人作出任何补偿，包括货币形式或非货币形式的。

13. 本人进一步同意与确认，与本承诺函有关的任何口头或书面资料均属机密资料。本人将对所有该等资料予以保密，在未得到拟上市公司书面同意前，不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料(但这并非由接受资料之一方向公众披露)；(b)适用法律或任何证券交易所的规则或规定，或政府部门、法院、仲裁机构及其他监管机构的要求、命令而需披露之资料；或(c)就本承诺函项下所规定的事项需向法律顾问、财务顾问或其他专业顾问披露之资料，而该法律顾问、财务顾问及其他专业顾问亦需受与本条中义务相类似之保密义务约束。本人同意，无论本承诺函是否无效，或以任何理由变更、解除、终止，或不具有可操作性，本条应继续有效。
14. 本承诺函的其他未尽事项，包括但不限于适用法律、争议解决、定义及释义均与由外商独资企业、量子数科及北京量化派于 2023 年【03】月【10】日所签订的《独家业务合作协议之再次修订与重述》的约定相同。

本承诺函一经本人签署后追溯至上述交易文件生效之日起同时生效，并持续有效。

（以下无正文，为签署页）

(以下为《配偶承诺函》签字页)

承诺人：周灏（孙靖淮之配偶）

签字：  _____

承诺函

本人，周灏（中华人民共和国身份证号码：【510625198004060016】），在签署本承诺函时具有完全民事行为能力，并有权签署本承诺函。

鉴于本人为北京喜推科技有限公司（以下简称“喜推科技”）的股东并直接/间接持有喜推科技【23.7162】%的股权，喜推科技持有量子数科科技有限公司（以下简称“量子数科”）100%的股权，量子数科持有北京量化派科技有限公司（以下简称“北京量化派”，量子数科及北京量化派合称为“内资公司”）100%的股权，本人于2022年8月18日出具了与本承诺函实质一致的《承诺函》，且本人于2023年【03】月【10】日无条件并不可撤销地签署下列文件（该等协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），以下简称“交易文件”）：

- (1) 杭州量化派科技有限公司（下称“外商独资企业”）、内资公司、喜推科技及喜推科技全部股东签署的《股权质押协议之再次修订与重述》；
- (2) 外商独资企业、量子数科、喜推科技及喜推科技全部股东签署的《独家购买权协议之再次修订与重述》。

有鉴于此，为了推进并完成 Quantgroup Technology Limited（下称“拟上市公司”）的股份在香港联合交易所有限公司主板上市之事宜，本人在此无条件且不可撤销地承诺如下：

1. 本人在任何情况下将按照交易文件的约定履行本人应当履行的义务，并严格遵守交易文件项下的所有约定。
2. 就本人通过喜推科技间接持有的任何内资公司的股权及其附带的所有权（合称“相关股权”），若本人发生死亡、丧失民事行为能力、行为能力受限制或任何其他影响本人行使喜推科技直接/间接股东权利或履行交易文件项下义务的事件，本人的继承人应被视为相关协议的签署方，继承及履行本人在交易文件项下的所有权利及义务，并根据《独家购买权协议之再次修订与重述》，按照适用中国法律将上述相关股权及其附带的所有权益无偿且不附带任何条件地转让予外商独资企业或外商独资企业指定的在中国法律允许范围内的自然人或法人，同时本人在内资公司直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。本人不可撤销地确认与同意本人所持有的相关股权不因上述事件而发生撤销、减损、无效或其他不利变化。

-
3. 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；本人配偶完全知晓并同意本人签署交易文件，特别是本人配偶完全知晓并独立、不可撤销地同意交易文件中关于本人就上述相关股权及其附带的所有权益的限制、出质、转让或以其他方式处分的约定；本人配偶已承诺除就其通过萍乡市狄谷投资管理合伙企业（有限合伙）间接拥有的喜推科技股权行使相应的股东权利外，其过去、现在及将来均不介入喜推科技及其直接和间接持有或控制的实体的运营、管理、清算、解散等事宜；本人通过持有上述相关股权对喜推科技及内资公司的直接或间接的经营管理及其他表决事项均不受配偶影响；及如出现本人与配偶离异的情况，本人将采取一切任何行动以保障交易文件之履行。本人承诺不会做出任何可能与交易文件之订立目的或意图相违背的行为或举措。
 4. 本人向外商独资企业保证，外商独资企业根据上述交易文件取得的担保权益不会因本人或本人之继承人、配偶、委托人或任何其他人士提起的任何法律程序而中断或受到损害。
 5. 本人承诺并保证不会导致本人与外商独资企业之间出现任何实际或潜在利益冲突，亦不会采取任何可能与交易文件订立目的或意图相违背的作为或不作为，从而导致或可能导致本人或内资公司与拟上市公司及其下属公司利益相冲突。如果本人、喜推科技及拟上市公司及其下属公司之间存在潜在利益冲突，本人承诺优先保护拟上市公司或其下属公司的利益，维护外商独资企业在交易文件项下的合法利益并服从拟上市公司的指示。本人不会导致与喜推科技、内资公司或外商独资企业及其指定人员已签署或正在签署中的文件存在潜在利益冲突的情况下签署任何文件或向公众作出任何承诺。本人不得以会导致本人与外商独资企业之间出现潜在利益冲突的方式行事或不采取行动。如果出现此类利益冲突（外商独资企业有权单方面确定是否出现此类利益冲突），本人应在获得外商独资企业或外商独资企业指定人士同意的情况下尽快采取措施消除有关利益冲突。
 6. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关交易文件之订立目的或意图相违背的行为或举措。
 7. 本承诺函所作之承诺、确认、同意、授权不因本人在内资公司所直接或间接持有的股权权益的增、减、合并或其他类似事件而发生撤销、减损、无效或其他不利变化。
 8. 本承诺函所作之承诺、确认、同意、授权不因本人丧失行为能力、行为能力受限制、死亡等类似事件而发生撤销、减损、无效或其他不利变化。

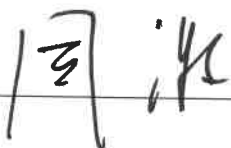
-
9. 本承诺函所作之承诺、确认、同意、授权持续有效，直至外商独资企业与本人双方书面确认终止。外商独资企业无需因本人的前述承诺、确认、同意、授权而对本人作出任何补偿，包括货币形式或非货币形式的。
10. 本人进一步同意与确认，与本承诺函有关的任何口头或书面资料均属机密资料。本人将对所有该等资料予以保密，在未得到拟上市公司书面同意前，不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定，或政府部门、法院、仲裁机构及其他监管机构的要求、命令而需披露之资料；或(c)就本承诺函项下所规定的事项需向法律顾问、财务顾问或其他专业顾问披露之资料，而该法律顾问、财务顾问及其他专业顾问亦需受与本条中义务相类似之保密义务约束。本人同意，无论本承诺函是否无效，或以任何理由变更、解除、终止，或不具有可操作性，本条应继续有效。
11. 本承诺函的其他未尽事项，包括但不限于适用法律、争议解决、定义及释义均与由外商独资企业、量子数科及北京量化派于 2023 年【03】月【10】日所签订的《独家业务合作协议之再次修订与重述》的约定相同。

本承诺函一经本人签署后追溯至上述交易文件生效之日起同时生效，并持续有效。

（以下无正文，为签署页）

(以下为《承诺函》签署页)

承诺人：周灏

签字：  _____

承诺函

本人，李岩（中华人民共和国身份证号码：【410105199108120093】），在签署本承诺函时具有完全民事行为能力，并有权签署本承诺函。

鉴于本人控制的海南丰升众创企业管理合伙企业（有限合伙）及海南丰升众诚企业管理合伙企业（有限合伙）（以下合称“本人控制的企业”）为北京喜推科技有限公司（以下简称“喜推科技”）的股东，本人合计间接持有喜推科技【4.1121】%的股权，喜推科技持有量子数科科技有限公司（以下简称“量子数科”）100%的股权，量子数科持有北京量化派科技有限公司（以下简称“北京量化派”，量子数科及北京量化派合称为“内资公司”）100%的股权，本人于2022年8月18日出具了与本承诺函实质一致的《承诺函》，且本人控制的企业已于2023年【03】月【10】日无条件并不可撤销地签署下列文件（该等协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），以下简称“交易文件”），

- (1) 杭州量化派科技有限公司（下称“外商独资企业”）、内资公司、喜推科技及喜推科技全部股东签署的《股权质押协议之再次修订与重述》；
- (2) 外商独资企业、量子数科、喜推科技及喜推科技全部股东签署的《独家购买权协议之再次修订与重述》。

有鉴于此，为了推进并完成 Quantgroup Technology Limited（下称“拟上市公司”）的股份在香港联合交易所有限公司主板上市之事宜，本人在此无条件且不可撤销地承诺如下：

1. 本人及本人控制的企业在任何情况下将按照交易文件的约定履行本人应当履行的义务，并严格遵守交易文件项下的所有约定。
2. 就本人通过喜推科技间接持有的任何内资公司的股权及其附带的所有权（合称“相关股权”），若本人发生死亡、丧失民事行为能力、行为能力受限制或任何其他影响本人行使喜推科技直接/间接股东权利或履行交易文件项下义务的事件，本人的继承人应被视为相关协议的签署方，继承及履行本人在交易文件项下的所有权利及义务，并根据《独家购买权协议之再次修订与重述》，按照适用中国法律将上述相关股权及其附带的所有权益无偿且不附带任何条件地转让予外商独资企业或外商独资企业指定的在中国法律允许范围内的自然人或法人，同时本人在内资公司直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。本人不可撤销地确认与同意本人所持有的相关股权不因上述事件而发生撤销、减损、无效或其他不利变

化。

3. 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；本人配偶完全知晓并同意本人签署交易文件，特别是本人配偶完全知晓并独立、不可撤销地同意交易文件中关于本人就上述相关股权及其附带的所有权益的限制、出质、转让或以其他任何形式处分的约定；本人配偶已承诺其过去、现在及将来均不介入喜推科技及其直接和间接持有或控制的实体的运营、管理、清算、解散等事宜；本人通过持有上述相关股权对喜推科技及内资公司的直接或间接的经营管理及其他表决事项均不受配偶影响；及如出现本人与配偶离异的情况，本人将采取一切任何行动以保障交易文件之履行。本人承诺不会做出任何可能与交易文件之订立目的或意图相违背的行为或举措。
4. 本人向外商独资企业保证，外商独资企业根据上述交易文件取得的担保权益不会因本人或本人之继承人、配偶、委托人或任何其他人士提起的任何法律程序而中断或受到损害。
5. 本人承诺并保证不会导致本人与外商独资企业之间出现任何实际或潜在利益冲突，亦不会采取任何可能与交易文件订立目的或意图相违背的作为或不作为，从而导致或可能导致本人或内资公司与拟上市公司及其下属公司利益相冲突。如果本人、喜推科技及拟上市公司及其下属公司之间存在潜在利益冲突，本人承诺优先保护拟上市公司或其下属公司的利益，维护外商独资企业在交易文件项下的合法利益并服从拟上市公司的指示。本人不会导致与喜推科技、内资公司或外商独资企业及其指定人员已签署或正在签署中的文件存在潜在利益冲突的情况下签署任何文件或向公众作出任何承诺。本人不得以会导致本人与外商独资企业之间出现潜在利益冲突的方式行事或不采取行动。如果出现此类利益冲突（外商独资企业有权单方面确定是否出现此类利益冲突），本人应在获得外商独资企业或外商独资企业指定人士同意的情况下尽快采取措施消除有关利益冲突。
6. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关交易文件之订立目的或意图相违背的行为或举措。
7. 本承诺函所作之承诺、确认、同意、授权不因本人在内资公司所直接或间接持有的股权权益的增、减、合并或其他类似事件而发生撤销、减损、无效或其他不利变化。

-
8. 本承诺函所作之承诺、确认、同意、授权不因本人丧失行为能力、行为能力受限制、死亡等类似事件而发生撤销、减损、无效或其他不利变化。
9. 本承诺函所作之承诺、确认、同意、授权持续有效，直至外商独资企业与本人双方书面确认终止。外商独资企业无需因本人的前述承诺、确认、同意、授权而对本人作出任何补偿，包括货币形式或非货币形式的。
10. 本人进一步同意与确认，与本承诺函有关的任何口头或书面资料均属机密资料。本人将对所有该等资料予以保密，在未得到拟上市公司书面同意前，不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定，或政府部门、法院、仲裁机构及其他监管机构的要求、命令而需披露之资料；或(c)就本承诺函项下所规定的事项需向法律顾问、财务顾问或其他专业顾问披露之资料，而该法律顾问、财务顾问及其他专业顾问亦需受与本条中义务相类似之保密义务约束。本人同意，无论本承诺函是否无效，或以任何理由变更、解除、终止，或不具有可操作性，本条应继续有效。
11. 本承诺函的其他未尽事项，包括但不限于适用法律、争议解决、定义及释义均与由外商独资企业、量子数科及北京量化派于 2023 年【03】月【10】日所签订的《独家业务合作协议之再次修订与重述》的约定相同。

本承诺函一经本人签署后追溯至上述交易文件生效之日起同时生效，并持续有效。

（以下无正文，为签署页）

(以下为《承诺函》签署页)

承诺人：李岩

签字：

李岩

承诺函

本人，孙靖淮（中华人民共和国身份证号码：【220581198601300221】），在签署本承诺函时具有完全民事行为能力，并有权签署本承诺函。

鉴于本人控制的萍乡市狄谷投资管理合伙企业（有限合伙）（以下简称“本人控制的企业”）为北京喜推科技有限公司（以下简称“喜推科技”）的股东，本人间接持有喜推科技【2.3727】%的股权，喜推科技持有量子数科科技有限公司（以下简称“量子数科”）100%的股权，量子数科持有北京量化派科技有限公司（以下简称“北京量化派”，量子数科及北京量化派合称为“内资公司”）100%的股权，本人于2022年8月18日出具了与本承诺函是指一致的《承诺函》，且本人控制的企业已于2023年【03】月【10】日无条件并不可撤销地签署下列文件（该等协议及协议各方之后对其所作的任何书面修改、补充或确认（如有），以下简称“交易文件”），

- (1) 杭州量化派科技有限公司（下称“外商独资企业”）、内资公司、喜推科技及喜推科技全部股东签署的《股权质押协议之再次修订与重述》；
- (2) 外商独资企业、内资公司、喜推科技及喜推科技全部股东签署的《独家购买权协议之再次修订与重述》。

有鉴于此，为了推进并完成 Quantgroup Technology Limited（下称“拟上市公司”）的股份在香港联合交易所有限公司主板上市之事宜，本人在此无条件且不可撤销地承诺如下：

1. 本人及本人控制的企业在任何情况下将按照交易文件的约定履行本人应当履行的义务，并严格遵守交易文件项下的所有约定。
2. 就本人通过喜推科技间接持有的任何内资公司的股权及其附带的所有权（合称“相关股权”），若本人发生死亡、丧失民事行为能力、行为能力受限制或任何其他影响本人行使喜推科技直接/间接股东权利或履行交易文件项下义务的事件，本人的继承人应被视为相关协议的签署方，继承及履行本人在交易文件项下的所有权利及义务，并根据《独家购买权协议之再次修订与重述》，按照适用中国法律将上述相关股权及其附带的所有权益无偿且不附带任何条件地转让予外商独资企业或外商独资企业指定的在中国法律允许范围内的自然人或法人，同时本人在内资公司直接或间接享有及承担的全部权利及义务均由该被指定的自然人或法人继续享有及承担。本人不可撤销地确认与同意本人所持有的相关股权不因上述事件而发生撤销、减损、无效或其他不利变

化。

3. 本人确认上述相关股权及其附带的所有权益均不属于夫妻共同财产，本人配偶并不拥有且不可支配该等财产；本人配偶完全知晓并同意本人签署交易文件，特别是本人配偶完全知晓并独立、不可撤销地同意交易文件中关于本人就上述相关股权及其附带的所有权益的限制、出质、转让或以其他任何形式处分的约定；本人通过持有上述相关股权对喜推科技及内资公司的直接或间接的经营管理及其他表决事项均不受配偶影响；及如出现本人与配偶离异的情况，本人将采取一切任何行动以保障交易文件之履行。本人承诺不会做出任何可能与交易文件之订立目的或意图相违背的行为或举措。
4. 本人向外商独资企业保证，外商独资企业根据上述交易文件取得的担保权益不会因本人或本人之继承人、配偶、委托人或任何其他人士提起的任何法律程序而中断或受到损害。
5. 本人承诺并保证不会导致本人与外商独资企业之间出现任何实际或潜在利益冲突，亦不会采取任何可能与交易文件订立目的或意图相违背的作为或不作为，从而导致或可能导致本人或内资公司与拟上市公司及其下属公司利益相冲突。如果本人、喜推科技及拟上市公司及其下属公司之间存在潜在利益冲突，本人承诺优先保护拟上市公司或其下属公司的利益，维护外商独资企业在交易文件项下的合法利益并服从拟上市公司的指示。本人不会导致与喜推科技、内资公司或外商独资企业及其指定人员已签署或正在签署中的文件存在潜在利益冲突的情况下签署任何文件或向公众作出任何承诺。本人不得以会导致本人与外商独资企业之间出现潜在利益冲突的方式行事或不采取行动。如果出现此类利益冲突（外商独资企业有权单方面确定是否出现此类利益冲突），本人应在获得外商独资企业或外商独资企业指定人士同意的情况下尽快采取措施消除有关利益冲突。
6. 本人进一步承诺并保证，在任何情况下，不论直接还是间接，不论主动还是被动，均不会做出任何可能与相关交易文件之订立目的或意图相违背的行为或举措。
7. 本承诺函所作之承诺、确认、同意、授权不因本人在内资公司所直接或间接持有的股权权益的增、减、合并或其他类似事件而发生撤销、减损、无效或其他不利变化。
8. 本承诺函所作之承诺、确认、同意、授权不因本人丧失行为能力、行为能力受限制、死亡等类似事件而发生撤销、减损、无效或其他不利变化。

-
9. 本承诺函所作之承诺、确认、同意、授权持续有效，直至外商独资企业与本人双方书面确认终止。外商独资企业无需因本人的前述承诺、确认、同意、授权而对本人作出任何补偿，包括货币形式或非货币形式的。
10. 本人进一步同意与确认，与本承诺函有关的任何口头或书面资料均属机密资料。本人将对所有该等资料予以保密，在未得到拟上市公司书面同意前，不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉或将会知悉该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定，或政府部门、法院、仲裁机构及其他监管机构的要求、命令而需披露之资料；或(c)就本承诺函项下所规定的事项需向法律顾问、财务顾问或其他专业顾问披露之资料，而该法律顾问、财务顾问及其他专业顾问亦需受与本条中义务相类似之保密义务约束。本人同意，无论本承诺函是否无效，或以任何理由变更、解除、终止，或不具有可操作性，本条应继续有效。
11. 本承诺函的其他未尽事项，包括但不限于适用法律、争议解决、定义及释义均与由外商独资企业、量子数科及北京量化派于 2023 年【】月【】日所签订的《独家业务合作协议之再次修订与重述》的约定相同。

本承诺函一经本人签署后追溯至上述交易文件生效之日起同时生效，并持续有效。

（以下无正文，为签署页）

(以下为《承诺函》签署页)

承诺人：孙靖淮

签字： 孙靖淮

北京喜推科技有限公司

董事会决议

根据相关法律、法规和规范性文件以及北京喜推科技有限公司（“公司”）章程的有关规定，公司于 2023 年【03】月【10】日在公司会议室召开董事会会议，全体董事一致同意豁免本次董事会会议通知期限，并以口头、电话等方式向全体董事送达会议通知，本次会议的召集、出席会议的董事人数、表决方式等各方面均符合有关规定。本次会议形成如下决议：

一、审议通过《关于 VIE 协议之再次修订与重述的议案》

董事会已充分知悉并同意公司已于 2022 年 5 月就子公司量子数科科技有限公司（以下简称“量子数科”）及其附属企业（量子数科及其附属企业以下合称“公司附属企业”）与 Quantgroup Technology Limited 子公司杭州量化派科技有限公司（以下简称“杭州量化派”）订立一系列不可撤销的合约安排（包括：公司及量子数科与杭州量化派签署《独家购买权协议》《股权质押协议》；量子数科与杭州量化派签署《独家业务合作协议》；公司向杭州量化派出具《授权委托书》，以下合称“VIE 协议（2022 年 5 月）”，并于 2022 年 8 月对原合约安排进行修订与重述（包括：公司及量子数科与杭州量化派、公司全体股东签署《独家购买权协议之修订与重述》《股权质押协议之修订与重述》；量子数科与杭州量化派签署《独家业务合作协议之修订与重述》；公司向杭州量化派出具的《授权委托书之修订与重述》，以下合称“VIE 协议之修订与重述”，VIE 协议（2022 年 5 月）及 VIE 协议之修订与重述合称“原 VIE 协议”），根据 Quantgroup Technology Limited 上市工作进展，拟对原 VIE 协议进行再次修订与重述，并签署《独家购买权协议之再次修订与重述》《股权质押协议之再次修订与重述》《独家业务合作协议之再次修订与重述》，并由公司出具《授权委托书之再次修订与重述》（以下合称“VIE 协议之再次修订与重述”）。

董事会已充分知悉并同意：

- 1、本次 VIE 协议之再次修订与重述主要对《独家购买权协议之修订与重述》《股权质押协议之修订与重述》《独家业务合作协议之修订与重述》及《授权委

托书之修订与重述》进行再次修订，并由公司、公司全体股东、量子数科、北京量化派科技有限公司（以下简称“北京量化派”）与杭州量化派签署《独家购买权协议之再次修订与重述》及《股权质押协议之再次修订与重述》，量子数科、北京量化派与杭州量化派签署《独家业务合作协议之再次修订与重述》，公司向杭州量化派出具《授权委托书之再次修订与重述》。本次修订系为将北京量化派作为 VIE 协议签署主体，并相应修订协议表述。

2、本次 VIE 协议之再次修订与重述的签署系对原 VIE 协议的再次修订与重述，其效力追溯至原 VIE 协议生效之日起，且不会构成对原 VIE 协议或公司章程的违反。同时，本次 VIE 协议之再次修订与重述系延续 Quantgroup Technology Limited 对公司附属企业的协议控制，不会使 Quantgroup Technology Limited 对公司附属企业的协议控制受到任何不利影响。

3、上述 VIE 协议之再次修订与重述签署后，公司将根据 VIE 协议之再次修订与重述约定的内容及事项出具必要的文件并办理相关事务，但公司已根据原 VIE 协议完成的事项无需再次进行（包括但不限于就公司持有的量子数科股权办理股权质押登记）。

二、审议通过《关于提请股东会授权董事会办理协议控制相关事项的议案》

董事会同意提请股东会授权董事会采取所有必要的行动，决定和办理与本次 VIE 协议之再次修订与重述的签署及合约安排相关的一切事宜，包括但不限于授权董事会签署相关文件等。

本次 VIE 协议之再次修订与重述签署完成后，公司董事会或董事就合约安排作出的其他一切行动均必须再次取得股东会的授权，否则应当无效。

三、同意提请召开公司股东会会议，审议上述议案

（以下无正文）

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

周灏 (签字):

Handwritten signature of 周灏 in black ink.

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

张毅 (签字):

A handwritten signature in black ink, consisting of stylized Chinese characters, positioned to the right of the name '张毅'.

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

刘方未（签字）：

A handwritten signature in black ink, consisting of a horizontal line with a small upward tick at the left end and a vertical stroke at the right end.

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

汪峰（签字）：

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

张文昊（签字）：

张文昊

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

李岩（签字）：

A handwritten signature in black ink, appearing to be the name '李岩' (Li Yan) in a cursive style.

(本页无正文，为《北京喜推科技有限公司董事会决议》签字页)

惠灵 (签字): 

北京喜推科技有限公司

股东会决议

根据相关法律、法规和规范性文件以及北京喜推科技有限公司（“公司”）章程的有关规定，公司于 2023 年【03】月【10】日在公司会议室召开股东会会议，全体股东一致同意豁免提前 15 日通知召开本次股东会，并以口头、电话等方式向全体股东送达会议通知，出席会议的股东合计持有公司 100%表决权，会议的召集、出席股东人数、资格及表决方式等各方面均符合有关规定。本次会议形成决议如下：

一、审议通过《关于 VIE 协议之再次修订与重述的议案》

全体股东已充分知悉并同意公司已于 2022 年 5 月就子公司量子数科科技有限公司（以下简称“量子数科”）及其附属企业（量子数科及其附属企业以下合称“公司附属企业”）与 Quantgroup Technology Limited 子公司杭州量化派科技有限公司（以下简称“杭州量化派”）订立一系列不可撤销的合约安排（包括：公司及量子数科与杭州量化派签署《独家购买权协议》《股权质押协议》；量子数科与杭州量化派签署《独家业务合作协议》；公司向杭州量化派出具的《授权委托书》，以下合称“VIE 协议（2022 年 5 月）”，并于 2022 年 8 月对合约安排进行修订与重述（包括：公司及量子数科与杭州量化派、公司全体股东签署《独家购买权协议之修订与重述》《股权质押协议之修订与重述》；量子数科与杭州量化派签署《独家业务合作协议之修订与重述》；公司向杭州量化派出具《授权委托书之修订与重述》，以下合称“VIE 协议之修订与重述”，VIE 协议（2022 年 5 月）及 VIE 协议之修订与重述合称“原 VIE 协议”），根据 Quantgroup Technology Limited 上市工作进展，拟对原 VIE 协议进行再次修订与重述，并签署《独家购买权协议之再次修订与重述》《股权质押协议之再次修订与重述》《独家业务合作协议之再次修订与重述》，并由公司出具《授权委托书之再次修订与重述》（以下合称“VIE 协议之再次修订与重述”）。

全体股东已充分知悉并同意：

1、本次 VIE 协议之再次修订与重述主要对《独家购买权协议之修订与重述》

《股权质押协议之修订与重述》《独家业务合作协议之修订与重述》及《授权委托书之修订与重述》进行再次修订，并由公司、公司全体股东、量子数科、北京量化派科技有限公司（以下简称“北京量化派”）与杭州量化派签署《独家购买权协议之再次修订与重述》及《股权质押协议之再次修订与重述》，量子数科、北京量化派与杭州量化派签署《独家业务合作协议之再次修订与重述》，公司向杭州量化派出具《授权委托书之再次修订与重述》。本次修订系为将北京量化派作为 VIE 协议签署主体，并相应修订协议表述。

2、本次 VIE 协议之再次修订与重述的签署系对原 VIE 协议的再次修订与重述，其效力追溯至原 VIE 协议生效之日起，且不会构成对原 VIE 协议或公司章程的违反。同时，本次 VIE 协议之再次修订与重述系延续 Quantgroup Technology Limited 对公司附属企业的协议控制，不会使 Quantgroup Technology Limited 对公司附属企业的协议控制受到任何不利影响。

3、上述 VIE 协议之再次修订与重述签署后，公司将根据 VIE 协议之再次修订与重述约定的内容及事项出具必要的文件并办理相关事务，但公司已根据原 VIE 协议完成的事项无需再次进行（包括但不限于就公司持有的量子数科股权办理股权质押登记）。

二、审议通过《关于提请股东会授权董事会办理协议控制相关事项的议案》

全体股东同意授权董事会采取所有必要的行动，决定和办理与本次 VIE 协议之再次修订与重述的签署及合约安排相关的一切事宜，包括但不限于授权董事会签署相关文件等。

本次 VIE 协议之再次修订与重述签署完成后，公司董事会或董事就合约安排作出的其他一切行动均必须再次取得股东会的授权，否则应当无效。

（以下无正文）

(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

全体股东签署：

周灏（签字）：

周灏

(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

北京木星山石企业管理合伙企业(有限合伙)

表决权委托人：周灏

周灏



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

北京金星力量企业管理合伙企业(有限合伙)

表决权委托人：周灏

周灏



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

萍乡市狄谷投资管理合伙企业(有限合伙)

执行事务合伙人：孙靖淮

孙靖淮



（本页无正文，为《北京喜推科技有限公司股东会决议》签字页）

海南丰升众创企业管理合伙企业（有限合伙）

执行事务合伙人：北京丰升资本管理有限责任公司



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

海南丰升众诚企业管理合伙企业(有限合伙)

执行事务合伙人：北京丰升资本管理有限责任公司



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

阳光人寿保险股份有限公司

法定代表人：李科



(本页无正文,为《北京喜推科技有限公司股东会决议》签字页)

亚东星辰创业投资有限公司

法定代表人: 潘东辉

潘东辉

(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

高榕资本（深圳）投资中心（有限合伙）

执行事务合伙人：高榕资本（深圳）投资咨询中心（有限合伙）



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

宁波众合众惠投资管理合伙企业(有限合伙)

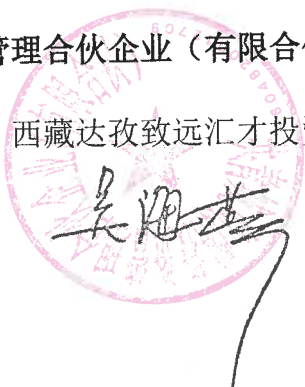
执行事务合伙人：北京大咖联盟投资管理合伙企业(有限合伙)



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

共青城尚鹏投资管理合伙企业(有限合伙)

执行事务合伙人：西藏达孜致远汇才投资管理有限公司

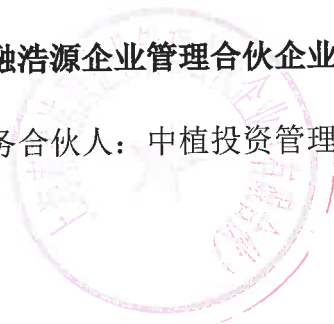
A handwritten signature in black ink is written over a red circular stamp. The signature appears to be '吴国栋' (Wu Guodong). The red stamp is a circular official seal, likely belonging to the managing partner, Tibet Dazhi Zhiyuan Hui Cai Investment Management Co., Ltd.

(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

上海泰融浩源企业管理合伙企业(有限合伙)



执行事务合伙人：中植投资管理有限公司



（本页无正文，为《北京喜推科技有限公司股东会决议》签字页）

丽水时泰赛点股权投资基金合伙企业（有限合伙）

执行事务合伙人：丽水赛点联盟投资管理有限公司

王凯

(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

珠海富海铎创信息技术创业投资基金(有限合伙)

执行事务合伙人: 珠海富海铎创创业投资基金管理企业(有限合伙)



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

北京知本溯源科技中心(有限合伙)

执行事务合伙人：北京知新资本投资管理有限公司



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)



嘉兴知微知享股权投资基金合伙企业(有限合伙)



执行事务合伙人：北京知新资本投资管理有限公司

（本页无正文，为《北京喜推科技有限公司股东会决议》签字页）

丽水天亿赛点股权投资基金合伙企业（有限合伙）

执行事务合伙人：丽水赛点联盟投资管理有限公司



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

西藏嘉庆投资有限公司

法定代表人：张炯明



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

亚东信齐投资管理有限公司

法定代表人：李苏波



A handwritten signature in black ink, appearing to be '李苏波' (Li Suibo), written over the red stamp.

（本页无正文，为《北京喜推科技有限公司股东会决议》签字页）

北京将门成长创业投资中心（有限合伙）

执行事务合伙人：将门投资管理顾问（北京）有限公司



(本页无正文，为《北京喜推科技有限公司股东会决议》签字页)

上海鑫源企业管理合伙企业(有限合伙)

执行事务合伙人：宁波梅山保税港区大咖联盟投资管理有限公司



A handwritten signature in black ink, appearing to be a stylized "Z" or "A" followed by a flourish.