

希迪智驾科技股份有限公司

及

湖南湘江智骋产业投资基金合伙企业（有限合伙）

及

中国国际金融香港证券有限公司

及

中信建投（国际）融资有限公司

及

中国平安资本（香港）有限公司

及

平安证券（香港）有限公司

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基石投资协议

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本协议（下文简称「本协议」）乃于 2025 年 12月9日订立，

订约方：

- (1) 希迪智驾科技股份有限公司（一家于中国成立的有限公司，其注册办事处地址位于中国湖南省长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋，下文简称「本公司」）；
- (2) 湖南湘江智骋产业投资基金合伙企业（有限合伙）（一家在中国注册成立的有限合伙企业，注册办事处位于湖南省长沙市岳麓区观沙岭街道滨江路 188 号湘江基金小镇 13 栋 3 层 316 室，下文简称「投资者」）；
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街 1 号国际金融中心一期 29 楼，下文简称「中金」）；
- (4) 中信建投（国际）融资有限公司（地址：香港中环康乐广场 8 号交易广场二期 18 楼，下文简称「中信建投」）；
- (5) 中国平安资本（香港）有限公司（地址：香港中环皇后大道中 99 号中环中心 36 楼 3601、07 及 11-13 室，下文简称「平安资本」）（中金、中信建投及平安资本统称为“联席保荐人”或各自称为“联席保荐人”）；
- (6) 平安证券（香港）有限公司（地址：香港中环皇后大道中 99 号中环中心 36 楼 3601、07 及 11-13 室，下文简称「平安证券（香港）」）（中金、中信建投及平安证券（香港），下文统称为「整体协调人」或各自称为「整体协调人」）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其 H 股股份（定义见下文）在香港联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之 H 股股份（按照招股章程所述可予重新分配）（定义见下文）（“香港公开发售”）及
  - (ii) 本公司根据证券法 S 规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的按照招股章程所述数量之 H 股股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（“国际发售”）。
- (B) 中金、中信建投及平安资本担任全球发售的联席保荐人。
- (C) 中金、中信建投及平安证券（香港）担任全球发售的整体协调人。

- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

## 1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据《费用规则》（定义见上市规则）第 7(1)段的规定按投资总额 1.0%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「关连人士/核心关连人士」应具有上市规则赋予的含义；

「关联关系」具有中国证监会备案规则赋予该词的涵义，并须据此解释；

「合约(第三者权利)条例」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「控股股东」应具有上市规则赋予的含义，除非文意另有所指；

「中国证监会」指中国证券监督管理委员会；

「中国证监会备案规则」指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

「延迟交割日」指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3条通知投资者的较后日期；

「处置」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**新上市申请人指南**」指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**H 股股份**」指本公司股本中每股面值为人民币 1.00 元的普通股，此类股份将以港元交易，并拟将在香港联交所上市；

「**受弥偿方**」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所给予的涵义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「**投资者子公司**」指由投资者选择认购投资者股份的投资者全资子公司；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、意见、公告、通知、命令、判决、法令或裁决；

「**征费**」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征费）；

「**超额配售权**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例或法例条文的提述应包括：
  - (i) 对该等法例或法例条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
  - (ii) 对该等法例或法例条文重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
  - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；



- (i) 对「**包括**」的提述应解释为包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

## 2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规则在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措

施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人可根据第 4.3 条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 本公司及整体协调人（代表彼等自身以及全球发售的其他包销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者、本公司及整体协调人具有约束力，除非存在明显错误。

### 3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同予以豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及整体协调人

发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下及在任何情况下不晚于本协议终止日期起计 30 天免息退还投资者，本协议将终止及不再生效，而本公司、整体协调人及/或联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

- 3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止或发售价将在公开文件里所披露的指定范围之内，若全球发售因任何原因被延迟或终止、不继续进行或未能于所述的日期及时间完成或根本无法完成，或发售价不在公开文件里所披露的指定范围之内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不继续进行或未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性发售价范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

#### 4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。
- 4.2 无论投资者股份的交付时间如何，投资者应于上市日上午 8 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 倘若整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i)于不晚于上市日前两（2）个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两（2）个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后三

（3）个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。

- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于二（2）个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.5 在无损害第 4.3 条规定的前提下，投资者股份的交割及支付亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割及支付时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。
- 4.6 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损害本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 如本公司、整体协调人及联席保荐人及其各自的联系人因超出本公司、整体协调人或联席保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病或疾病升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、SARS、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（无论是单独或连带的责任）并有权中止本协议。如发生本条之特殊情况，而本公司、整体协调人或联席保荐人根据本条终止本协议的，投资者无需对未能或延迟履行本协议项下的义务承担任何责任（无论是单独或连带的责任）。

- 4.8 倘上市规则第 8.08(1) 条及第 8.08(3) 条有关公众持股的要求未能于上市日或之后满足，则本公司及整体协调人有权全权酌情调整投资者将购买的投资者股份数目的分配，以满足上市规则第 8.08(1) 条及第 8.08(3) 条的规定。

## 5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺：

- (a) 未经本公司、整体协调人及联席保荐人事先书面同意，（1）在自上市日期起（包括上市日期）六（6）个月期间（下文简称「**禁售期**」）的任何时间内，投资者不会（不论直接或间接），且不会使其联属人士(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算；（2）若在禁售期后的任何时间处置任何相关股份（或达成协议或合同、或宣布处置的意向），投资者将在拟议处置之前书面通知本公司、整体协调人及联席保荐人，并确保该等处置符合所有使用的法律。
- (b) 如果在禁售期后的任何时间出售任何相关股份，投资者应尽最大努力确保任何该等处置不会造成 H 股股份市场混乱或虚假，并将遵守所有适用法律。

- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五（5）个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者

承诺将促使该全资附属公司)受本协议项下的投资者义务约束,包括但不限于本协议第 5 条对投资者施加的限制,如同该全资附属公司本身受该等义务及限制规限一般;

- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认;
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者,并应共同及各别承担本协议施加的所有责任及义务;
- (e) 若在禁售期届满之前,该全资附属公司不再或将不再为投资者的全资附属公司,其应(且投资者应促使该附属公司)立即及在任何情况下于其失去投资者全资附属公司身份之前,将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司(该其他全资附属公司应(或投资者应促使该其他全资附属公司)作出书面承诺(向本公司、整体协调人及联席保荐人作出,以本公司、整体协调人及联席保荐人为受益人,且条款令本公司、整体协调人及联席保荐人满意),同意受本协议项下的投资者义务约束(包括但不限于本协议第 5 条对投资者施加的限制),并作出本协议下相同的协议、声明、保证、承诺、确认及承认,如同该全资附属公司本身须受该等义务及限制规限一般,且应共同及各别承担本协议施加的所有责任及义务;及
- (f) 该全资附属公司是(i)将来不会成为美国人士;(ii)目前并且将来位于美国境外;及(iii)按照 S 规例通过境外交易获得相关股份。

5.3 投资者同意及承诺,除经本公司、整体协调人及联席保荐人事先书面同意外,投资者及其/彼等各自联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10% (或上市规则不时就「主要股东」定义厘定的其他比例),而投资者不会于上市日起十二(12)个月内成为上市规则所指的本公司核心关连人士,并且投资者及彼等各自的紧密联系人于本公司已发行总股本中的总持股量(直接及间接)不得导致公众持有的本公司证券总数(按上市规则所设定及联交所的解释,包括上市规则第 8.08 条)低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时,以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意,投资者乃基于自营投资持有本公司的股本,应本公司、整体协调人及/或联席保荐人的合理请求,投资者将向本公司、整体协调人及联席保荐人提供合理的证据,证明投资者乃基于自营投资持有本公司的股本。投资者不得,且应促使其的控股股东、联系人及彼等各自的实益拥有人,在全球发售中通过建档流程申请或订购股份(投资者股份除外)或在香港公开发售中申请股份。

- 5.5 投资者及其附属人士、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的附属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括新上市申请人指南第 4.15 章）的安排或协议（包括但不限于任何单边保证函）。投资者进一步确认及承诺概无其及其附属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、整体协调人、联席保荐人及彼等各自的附属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据上市规则或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露；
- (d) 发售价将仅由本公司与整体协调人（为彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过、整体协调人及/或彼等的附属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、上市规则第 18C.09 条及新上市申请人指南第 4.14 章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其他各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 其明白及同意，转让投资者股份仅可根据 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (m) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (o) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
  - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及



期货条例界定的非公开信息及/或内幕消息；(ii) 应以其最大努力确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及 (iii) 不得并应确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

- (p) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
  - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
  - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (q) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (r) 其承认本公司、整体协调人、联席保荐人或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就 H 股股份作出任何定向销售（定义见 S 规例）；

- (s) 其已获提供其认为对评估认购投资者股份的的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (t) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (u) 整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (v) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (w) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适

性，并未依赖且无权依赖由或代表本公司、整体协调人、联席保荐人或包销商获得或开展的关于全球发售的任何建议（包括但不限于税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均未对投资者本次认购投资提供任何建议，无需对于任何建议引发的投资者认购或交易股份有关的任何税务、法律、货币或其他经济或其他后果负责；

- (x) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、全球发售的承销商及其各自的子公司、联系人、董事、高级职员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的各方概未作出关于投资者股份将存在公开市场的保证；
- (y) 若全球发售因任何原因被延迟或终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (z) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；
- (aa) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或根据第 4.5 条议定的其他日期作出；
- (bb) 除了本协议及投资者与公司订立的保密协议外，投资者与公司、公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售有关的其他协议；
- (cc) 任何股份交易均须遵守适用法律，包括《证券及期货条例》、《上市规则》、《证券法》及任何有管辖权的证券交易所的任何其他适用法律对股份交易的限制。

## 6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其有资格接收和使用本协议下的信息（包括但不限于本协议、招股书草稿和初步发行通函草稿），且不会违反适用于该投资者的所有法律，也不需要该投资者在其所在司法管辖区内进行任何注册或许可；

- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行，而其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权（第 3.1 条规定的条件除外）；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力而未被无效、撤回或撤销，而该等批准并无任何尚未满足或履行的先决条件。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实

益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自联属人士、董事、监事、高级人员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非整体协调人或联席保荐人的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权和同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、联席保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港公司收购及合并守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)

本公司任何核心关连人士（定义见上市规则）或**(b)**本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见上市规则）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及 **(v)**与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；

- (p)** 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有重大方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q)** 投资者将使用自有资金认购投资者股份，且其尚未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (r)** 投资者、其实益拥有人及/或联系人并非全球发售的任何整体协调人、联席全球协调人、联席保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s)** 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (t)** 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (u)** 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于**(a)**联交所 FINI 获配售者名单范本所载，或 FINI 界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或**(b)**上市规则（包括上市规则第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (v)** 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w)** 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；

- (x) 投资者及其紧密联系人（具有《上市规则》所定义）在本公司已发行股本总额中的合计（直接及间接）持股量，不得导致公众人士（具有《上市规则》所定义）持有的本公司证券总额低于《上市规则》所规定或联交所另行批准的百分比；
  - (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何联席保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
  - (z) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其最大的单一股东团体或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的附函；
  - (aa) 除根据本协议外，投资者或其任何联系人均未通过簿记建档申请或订立全球发售下任何股份的订单；
  - (bb) 投资者符合上市规则第 18C.08 条及新上市申请人指南第 2.5 章的条文对独立定价投资者的要求；
  - (cc) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
  - (dd) 除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人及 / 或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及
  - (ee) 除根据本协议之外，投资者或其任何联系人均未申请或订购或通过簿记程序申请或订购全球发售的任何股份；
- 6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和 / 或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和 / 被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及/或联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、整体协调人及/或联席保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他

相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或其/彼等各自的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日及（如适用）延迟交割日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据中国法律妥为注册成立及有效存续；
  - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
  - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方



权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；

- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

## **7 终止**

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2, 4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）在国际发售完成日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

7.3 为避免疑义，投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

## **8 公告及机密性**

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调

人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.4 投资者承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

## 9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至

地址：中国湖南省长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋  
电邮：li.cl@cidi.ai ;ma.ting@cidi.ai  
传真：+86 89932706  
收件人：麻婷

若发送至投资者，则发送至：

地址：长沙岳麓区滨江景观道湘江基金小镇 13 栋 3 楼  
湘江国投  
电邮：yuguo Zhuang@xjsci.com  
收件人：于国壮

若发送至中金，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼  
电邮：ECM Proinova@cicc.com.cn  
传真：+852 2872 2100  
收件人：Xinyu Lou

若发送至中信建投，则发送至：

地址：香港中环康乐广场 8 号交易广场二期 18 楼  
电邮：Project.Nova@csci.hk; Project.Nova.ECM@csci.hk  
传真：+852 2180 9495  
收件人：Nova 项目组

若发送至平安资本，则发送至：

地址：香港中环皇后大道中 99 号中环中心 36 楼 3601, 07& 11-13 室  
电邮：pub\_pacshk\_proj\_nova@pingan.com.cn  
收件人：Horace Chu 朱浩宏

若发送至平安证券（香港），则发送至：

地址：香港中环皇后大道中 99 号中环中心 36 楼 3601,  
07 & 11-13 室  
电邮：pub\_pacshk\_proj\_nova\_ecm@pingan.com.cn  
收件人：Mego Cheng 陈美怡

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

## 10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 本协议将仅以中文版本签署。

- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
  - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.11(a)分条所述人士同意。
- 10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
  - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的文件及行动。

## 11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

## 12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包

括任何仲裁裁决)的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决(包括任何仲裁裁决)而开展的其他行动、诉讼或程序,或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益(不论是否申索)的情况下,投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

### **13 法律文书代收人**

- 13.1 投资者不可撤销地委任于国壮(地址为 HONGKONG WANCHAI District 300 LOCKHART ROAD ZJ 300 FLAT/RM A 12/F)为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后,法律文书视为送达(不论其是否转发至及经投资者接收)。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址,投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人,并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

### **14 副本**

- 14.1 本协议可以签署任何数目的副本,并由各方在单独的副本签署。每一份副本均为正本,但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

**兹见证**,各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

希迪智驾科技股份有限公司

胡斯博



姓名：胡斯博

职衔：董事兼总经理

[基石投资协议签名页]



为及代表

湖南湘江智骋产业投资基金合伙企业（有限合伙）



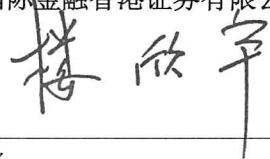
姓名：丁灵敏

职衔：执行事务合伙人委派代表

[基石投资协议签名页]

代表

中国国际金融香港证券有限公司

Handwritten signature of Lou Xinyu in black ink, consisting of three characters: '楼', '欣', and '宇'.

---

楼欣宇

董事总经理

代表

中信建投(国际)融资有限公司

A handwritten signature in black ink, appearing to be 'Yang Yang', written over a horizontal line.

杨阳

执行董事

为及代表

中国平安资本（香港）有限公司

A handwritten signature in blue ink, appearing to be 'Chu Ho Wang', is positioned above a horizontal line.

姓名：CHU HO WANG, HORACE

职衔：Managing Director

为及代表

平安证券（香港）有限公司

A handwritten signature in black ink, appearing to be 'MEGO', is written over a horizontal line. The signature is stylized and cursive.

姓名: CHENG MEI YEE, MEGO

职衔: Managing Director

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)4.3 亿港元，扣除投资者将就投资者股份支付的经纪佣金及征费之后，除以(2)发售价所得数目（向下取整至最近的完整买卖单位 10 股 H 股股份）。

各方同意，倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配及回拨”一节所载情况，且同时为了满足公司在新上市申请人指南第 2.5 章第 42 段“特专科技公司在首次公开招股中发售的股份总数（不包括根据行使任何超额配股权而发行的任何股份）中，必须至少有 50%由参与配售部分的独立定价投资者（不论以基础投资者身份与否）认购的要求”，则投资者股份数目可以相应扣减，以满足上述第 42 段的要求以及香港公开发售中经回拨后香港公众的要求。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点:	湖南省长沙市岳麓区观沙岭街道滨江路 188 号湘江基金小镇 13 栋 3 层 316 室
公司注册号码/公司注册证书号码 (如适用):	统一社会信用代码 91430104MAEGF6MX51
商业登记号码:	N/A
法人机构识别编码:	N/A
主要活动:	一般项目:以私募基金从事股权投资、投资管理、资产管理等活动(须在中国证券投资基金业协会完成登记备案后方可从事经营活动)。(除依法须经批准的项目外,凭营业执照依法自主开展经营活动)
最终控股股东:	长沙市人民政府国有资产监督管理委员会
最终控股股东的注册成立地点:	湖南省长沙市岳麓区岳麓大道 218 号市政府第二办公楼
最终控股股东的商业登记号码:	统一社会信用代码 11430100765613925L
最终控股股东的主要活动:	N/A
股东及持有的权益:	湖南湘江新区引导五号股权投资合伙企业(有限合伙)持股 99.995%;湖南国创产业投资有限公司持股 0.005%。
待插入招股章程的投资者描述(受限于联交所进一步意见):	湖南湘江智骋产业投资基金合伙企业(有限合伙)(“湘江智骋”)为于中国注册成立的有限合伙企业。其普通合伙人为湖南国创产业投资有限公司(“湖南国创”),持有其 0.0025%股权,且为湖南湘江新区国有资本投资有限公司(由长沙市人民政府国有资产监督管理委员会控制的公司)的全资附属公

司。

其其他有限合伙人包括持有其 49.9975% 股权的湖南湘江新区引导伍号股权投资合伙企业（有限合伙）（“湘江新区引导伍号”）及另外两名有限合伙人（各自持有其不足三分之一的股权，并互相独立于对方）。湘江新区引导伍号的普通合伙人为湖南国创，持有湘江新区引导伍号 0.0083% 的股权。湘江新区引导伍号的其他有限合伙人包括湘江新区引导基金有限公司（“湘江新区引导基金”）及一名持有其不足三分之一股权的其他有限合伙人。湘江新区引导基金持有湘江新区引导伍号 83.3250% 的股权，并由湖南湘江新区管理委员会最终控制。湘江智骋主要从事股权投资。

就本次基石投资而言，湘江智骋将通过其于香港注册成立的全资附属公司 Xiangjiang Autonomous Driving Industry Investment Co., Limited 根据基石投资协议认购及持有相关数目的发售股份。Xiangjiang Autonomous Driving Industry Investment Co., Limited 的主要业务为投资控股。

相关投资者类别（按规定载入联交所 FINI 承配人名单范本或 FINI 平台就有关配售须披露

基石投资者



### 附表 3

#### 专业投资者待遇通知

##### 机构专业投资者和合格法团专业投资者

1. 阁下因是机构专业投资者或被我们评估为合格法团专业投资者而成为专业投资者。
2. “机构专业投资者”是指证券及期货条例附表 1 第 1 部第 1 条所载“专业投资者”定义第(a)至(i)段所述的人士，具体如下：
  - 2.1 任何认可交易所、认可结算所、认可交易所控制人或认可投资者补偿公司，或根据证券及期货条例第 95(2)条获授权提供自动交易服务的任何人士；
  - 2.2 任何中介人或任何其他经营提供投资服务业务并受香港以外任何地方的法律规管的人士；
  - 2.3 任何认可金融机构，或任何非认可金融机构但受香港以外任何地方的法律规管的银行；
  - 2.4 根据《保险业条例》（香港法例第 41 章）授权的任何保险公司，或任何其他经营保险业务并受香港以外任何地方的法律规管的人士；
  - 2.5 任何符合以下条件的计划 ——
    - 2.5.1 属根据证券及期货条例第 104 条认可的集体投资计划；或者
    - 2.5.2 以相似的方式根据香港以外任何地方的法律成立，且（如受该地方的法律规管）根据该地方的法律获准许营办，  
或营办任何该等计划的人；
  - 2.6 《强制性公积金计划条例》（香港法例第 485 章）第 2(1)条所界定的任何注册计划，或其《强制性公积金计划(一般)规例》(香港第 485 章，附属法例 A 第 2 条)所界定的该等计划的成分基金，或就任何该等计划而言属该条例第 2(1)条界定的核准受托人或服务提供者或属任何该等计划或基金的投资经理的人；
  - 2.7 任何符合以下条件的计划 ——

2.7.1 是《职业退休计划条例》（香港法例第 426 章）第 2(1)条所界定的注册计划；或

2.7.2 属该条例第 2(1)条界定的离岸计划，并(如以某地方为本籍而受该地方的法律规管)根据该地方的法律获准许营办，

或就任何该等计划而言属该条例第 2(1)条界定的管理人的人；

2.8 任何政府（市政府当局除外）、任何履行中央银行职能的机构或任何多边机构；和

2.9 (除为施行证券及期货条例附表 5 外)符合以下说明的法团——

2.9.1 属下述者的全资附属公司 -

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；

2.9.2 属持有下述者的所有已发行股本的控股公司——

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；或

2.9.3 第(ii)项所述控股公司的任何其他全资附属公司。

3. 「合格法团专业投资者」是指经我们评估符合《证券及期货事务监察委员会持牌人或注册人行为守则》（“守则”）第 15.3A(b)段标准的信托公司、法团或合伙企业并受《证券及期货（专业投资者）规则》第 3(a)、(c) 及 (d) 条约束，具体如下：

3.1 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信託法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

3.2 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合

不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

- 3.3 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：  
(i) 属于上述第 3.1 段的信托法团； (ii) 单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士；及 (iii) 符合上文第 3.2 段所指的公司或合伙企业。

- 3.4 全资拥有上述第 3.1 段所指的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，我们无需满足守则和其他香港法规的某些要求。虽然我们实际上可能会在向您提供服务时执行以下部分或全部操作，我们没有这样做的监管责任。

- 4.1 客户协议

我们无需就向阁下提供的服务签订符合守则的书面协议。

- 4.2 风险披露

守则并未要求我们就与阁下进行的任何交易所涉及的风险向您提供书面风险警告，或提请阁下注意这些风险。

- 4.3 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

- 4.4 提示确认

守则并不要求我们在为阁下完成交易后立即确认交易的基本特征。

- 4.5 客户信息

我们不需要确定阁下的财务状况、投资经验或投资目标，除非我们提供有关企业融资工作的建议。

- 4.6 Nasdaq-Amex 试点计划

如果阁下希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供该计划的文件。

#### 4.7 适用性

我们无需确保推荐或招揽适合阁下的财务状况、投资经验和投资目标。

#### 4.8 投资者特征/销售相关信息的披露

我们不受准则第 5.1A 段有关了解您的客户投资者特征的要求以及第 8.3A 段有关披露销售相关信息的要求的约束。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。
6. 通过签订本协议，阁下向我们声明并保证，阁下对阁下所交易的产品和市场有足够的知识和足够的专业知识，并且了解阁下所交易的产品和市场的交易风险。
7. 通过签订本协议，阁下特此同意并承认您已阅读并理解并向阁下解释了同意被视为专业投资者的后果，并且阁下特此同意被视为专业投资者。
8. 透过订立本协议，阁下特此同意并确认，我们及相关结算代理人不会根据《香港证券及期货（合约票据、账户报表及收据）规则》向阁下提供任何合约票据、账户结单或收据。

#### 除外法团专业投资者和个人专业投资者

1. 阁下凭借作为个人专业投资者或被评估为除外法团专业投资者而成为专业投资者。
2. “个人专业投资者”是指符合《证券及期货（专业投资者）规则》第 3(b) 条规定的一类人士：单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士。
3. “除外法团专业投资者”是指经我们评估不符合准则第 15.3A(b) 段标准且属于第 3(a)、(c) 及(d) 条规定的信托公司、公司或合伙企业如下：
  - (a) 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公

开档案，该等信托法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

(b) 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

(c) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：(i) 属于上述 (a) 段的信托公司；(ii) 个人专业投资者；(iii) 符合上述 (b) 段的公司或合伙企业；和

(d) 全资拥有上述 (b) 段所指的公司的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，根据守则和其他香港法规，某些要求可能不适用（或可能被豁免或另行商定）。虽然我们在向阁下提供服务时实际上可能会执行以下部分或全部操作，我们没有这样做的监管责任：

4.1 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

4.2 提示确认

在为阁下完成交易后，我们无需立即与阁下确认交易的基本特征。

4.3 Nasdaq-Amex 试点计划

如果您希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供有关该计划的文件。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。

通过签订本协议，阁下特此同意并承认您已阅读并理解并已被解释同意被视为专业投资者的后果以及退出本协议中规定的被视为专业投资者的权利，并且阁下特此同意被视为专业投资者。

希迪智驾科技股份有限公司

及

南宁智驾一号瑞粤股权投资合伙企业（有限合伙）

及

中国国际金融香港证券有限公司

及

中信建投（国际）融资有限公司

及

中国平安资本（香港）有限公司

及

平安证券（香港）有限公司

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基石投资协议

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本协议（下文简称“本协议”）乃于2025年12月9日订立，

订约方：

- (1) 希迪智驾科技股份有限公司（一家于中国成立的股份有限公司，其注册办事处地址位于中国湖南省长沙市岳麓区学士路336号湖南省检验检测特色产业园内A3、A4栋，下文简称“本公司”）；
- (2) 南宁智驾一号瑞粤股权投资合伙企业（有限合伙）（一家在中国注册成立的有限合伙企业，注册办事处位于南宁市兴宁区昆仑大道496号南宁碧桂园时代城18号楼第五层505号，下文简称“投资者”）；
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街1号国际金融中心一期29楼，下文简称“中金”）；
- (4) 中信建投（国际）融资有限公司（地址：香港中环康乐广场8号交易广场二期18楼，下文简称“中信建投”）；
- (5) 中国平安资本（香港）有限公司（地址：香港中环皇后大道中99号中环中心36楼3601、07及11-13室，下文简称“平安资本”）（中金、中信建投及平安资本统称为“联席保荐人”或各自称为“保荐人”）；
- (6) 平安证券（香港）有限公司（地址：香港中环皇后大道中99号中环中心36楼3601、07及11-13室，下文简称“平安证券（香港）”）（中金、中信建投及平安证券（香港），下文统称为“联席整体协调人”或各自称为“整体协调人”。）

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之H股股份（按照招股章程所述可予重新分配）（定义见下文）（“香港公开发售”）及
  - (ii) 本公司根据证券法S规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的按照招股章程所述数量之H股股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（“国际发售”）。
- (B) 中金、中信建投及平安资本担任全球发售的联席保荐人。



- (C) 中金、中信建投及平安证券（香港）担任全球发售的联席整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

## 1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下术语和表达应具有以下含义：

“**联属人士**”指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语“**控制**”（包括术语“**控制**”、“**受控于**”及“**共同受控**”）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**投资总额**”指发售价乘以根据本协议下投资者购买的投资者股份数目所得的金额；

“**批准**”具有第 6.2(f)条赋予的含义；

“**联系人/紧密联系人**”应具有上市规则赋予的含义，“**联系人/紧密联系人**”应作相应解释；

“**经纪费**”指根据《费用规则》（定义见上市规则）第 7(1)段的规定按投资总额 1.0%计算的经纪费；

“**营业日**”指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

“**完成**”指根据本协议的条款及条件进行的投资者股份认购完成；

“**公司条例**”指《公司条例》（香港法例第 622 章），经不时修订、补充或另行修改；

“**公司(清盘及杂项条文)条例**”指《公司(清盘及杂项条文)条例》（香港法例第 32 章），经不时修订、补充或另行修改；

“**关连人士/核心关连人士**”应具有上市规则赋予的含义；

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

“**合约(第三者权利)条例**”指《合约(第三者权利)条例》（香港法例第 623 章），经不时修订、补充或另行修改；

“**控股股东**”应具有上市规则赋予的含义，除非文意另有所指；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其相关《监管规则适用指引》；

“**延迟交割日**”指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，联席整体协调人根据第 4.3条通知投资者的较后日期；

“**处置**”包括，就任何相关股份而言，直接或间接进行以下行为：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何掉期或其他安排，从而可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；“**处置**”应作相应解释；

“**FINI**”具有《上市规则》所赋予的含义；

“**全球发售**”具有序文(A)赋予的含义；

“**政府机构**”指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

“**本集团**”指本公司及其于相关时间的附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

“**港元**”指香港的法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)赋予的含义；

“**H股股份**”指本公司股本中每股面值为人民币 1.00 元的普通股，此类股份将以港元交易，并拟将在联交所上市；

“**受弥偿方**”具有第 6.5 条赋予的含义，“**受弥偿方**”指任何该等受弥偿方（视文意而定）；

“**国际发售**”具有序文(A)赋予的含义；

“**国际发售通函**”指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第 6.2(h)条所给予的涵义；

“**投资者股份**”指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及联席整体协调人厘定；

“**法律**”指所有相关司法权区的所有法律、成文法、立法、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、意见、公告、通知、命令、判决、法令或裁决；

“**征费**”指香港证监会的 0.0027%交易征费（或于上市日收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日收取的现行交易征费），在每种情况下，均按投资总额计算；

“**上市日**”指 H 股股份在联交所主板的初始上市日期；

“**上市规则**”指《香港联合交易所有限公司证券上市规则》以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

“**禁售期**”具有第 5.1 条赋予的含义；

“**发售价**”指 H 股股份将根据全球发售提呈发售或出售的每股最终港元价格（不包括经纪费及征费）；

“**超额配售权**”具有国际发售通函赋予的含义；

“**各方**”指本协议指定的各方，“**一方**”指任一协议方（依文意而定）；

“**中国**”指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

“**初步发售通函**”指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予的含义；

“**招股章程**”指本公司就香港公开发售在香港发布的最终招股章程；

“**公开文件**”指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

“**S 规例**”指证券法项下的 S 规例；

“**监管机构**”具有第 6.2(h)条赋予的含义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的公司的任何股份或其他证券或权益；

“**证券法**”指美国 1933 年《证券法》（不时经修订、补充或另行修改）；

“**香港证监会**”指香港证券及期货事务监察委员会；

“**证券及期货条例**”指《证券及期货条例》（香港法例第 571 章），经不时修订、补充或另行修改；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予的含义；

“**美国**”指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人**”具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对“**条款**”、“**子条款**”或“**附表**”的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般，具有相同的效力，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法律或法律条文的提述应包括：
  - (i) 对该等法律或法律条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
  - (ii) 对该等法律或法律条文重新颁布的先前已作废法律或法律条文（不论有无更改）的提述；及
  - (iii) 对根据该等法律或法条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

- (h) 对“**人士**”的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对“**包括**”的提述应解释为包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述，应视为包含该司法权区中与相关香港法律术语最接近的术语。

## 2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且联席整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过联席整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、联席整体协调人及联席保荐人，通过投资者的身份为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、联席整体协调人及联席保荐人提供书面确认，即，其同意接受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、联席整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、联席整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语“**投资者**”在本协议中应解释为包括该投资者的全资附属公司。

2.3 本公司及联席整体协调人可根据第 4.3 条规定全权酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 本公司及联席整体协调人（代表彼等自身以及全球发售的其他包销商）将以彼等议定的方式厘定发售价。本公司及联席整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

### 3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务，以及本公司及联席整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）已签订并生效且成为无条件，且上述任一包销协议均未终止；
- (b) 本公司与联席整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无严重违反本协议的行为。

- 3.2 若第3.1条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、联席整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及联席整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下及在任何情况下不晚于本协议终止日期起计三十（30）天免息退还投资者，本协议将终止及不再生效，而本公司、联席整体协调人及/或联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。
- 3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成，本公司、联席整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性发售价范围内，提起针对本公司、联席整体协调人及/或联席保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。
4. 完成
- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过联席整体协调人（及/或彼等的联属人士）以彼等作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。相应地，投资者股份将按本公司及联席整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。
- 4.2 投资者应于上市日上午 8 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至联席整体协调人在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户，该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额，悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 倘若联席整体协调人全权酌情决定，应于上市日之后的日期（“**延迟交割日**”）交割全部或任何部分投资者股份，联席整体协调人应(i)于不晚于上市日前两（2）个营业日的时间书面通知投资者将延迟交割的投资者股份数目；



及(ii)于不晚于实际延迟交割日前两（2）个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后三（3）个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。

- 4.4 待投资者股份的款项根据第 4.2 条妥为支付后，应将投资者股份交付投资者，通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于二（2）个营业日由投资者通知联席整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定）。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交割及支付亦可以本公司、联席整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割及支付时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日内完成。
- 4.6 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、联席整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、联席整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、联席整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 如本公司、联席整体协调人及联席保荐人因超出本公司、联席整体协调人或联席保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

## 5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、联席整体协调人及联席保荐人立约并承诺：

- (a) 未经本公司、联席整体协调人及联席保荐人事先书面同意，在自上市日起（包括上市日）六（6）个月期间（下文简称“**禁售期**”）的任何时间内，投资者不会（不论直接或间接），且不会使其附属人士(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii) 允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii) 订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii) 和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算。
- (b) 如果在禁售期后的任何时间出售任何相关股份，投资者应尽最大努力确保任何该等处置不会造成H股股份市场混乱或虚假，并将遵守所有适用法律。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五（5）个营业日向本公司、联席保荐人及联席整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和联席整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、联席整体协调人及联席保荐人作出，以本公司、联席整体协调及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、联席整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括但不限于本协议第 5 条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及个别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并且将来不会成为美国人士；(ii)目前并且将来位于美国境外；及(iii)按照 S 规例通过境外交易获得相关股份。
- 5.3 投资者同意及承诺，除经本公司、联席整体协调人及联席保荐人事先书面同意外，投资者及其联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就“主要股东”定义厘定的其他比例），而投资者不会于上市日起十二（12）个月内成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人于本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、联席整体协调人及联席保荐人。
- 5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、联席整体协调人及/或联席保荐人的合理请求，投资者将向本公司、联席整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其的控股股东、联系人及彼等各自的实益拥有人不得，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或是在香港公开发售中申请股份。
- 5.5 投资者及其联属人士、董事、监事、高级职员、雇员或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括新上市申请人指南第 4.15 章）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级职员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将在不获得外部融资的情况下使用内部资源来为其认购投资者股份提供资金。

## 6. 承认、声明、承诺及保证

6.1 投资者向本公司、联席整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、联席整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据上市规则或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向联席整体协调人披露；
- (d) 发售价将仅由本公司与联席整体协调人（为彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过联席整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 联席整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合上市规则第 8.08(3)条，该条款规定于上市日由公众人士持有的股份中，由持股量最高的三(3)名公众股东实益拥有的百分比不得超过 50%；
- (h) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、联席整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

- (i) 本公司、联席整体协调人、联席保荐人或任何其他各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (j) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (k) 若投资者或投资者附属公司（如适用）根据证券法第 144A 条认购投资者股份，投资者股份将构成于第 144 条所指的“受限证券”；
- (l) 其明白及同意，转让投资者股份仅可(A)根据第 144A 条或证券法项下的任何其他豁免登记条文向合资格机构买家；或(B)根据 S 规例在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (m) 其明白，本公司、联席整体协调人或联席保荐人或国际发售的任何国际包销商均未作出关于证券法第 144A 条、S 规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (o) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
  - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的“须知”原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称“获授权接受者”）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；
  - (ii) 应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
  - (iii) 不得并应确保其（已获根据第 6.1(p)条披露相关信

息的)获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律(包括任何内幕交易规定)的方式购买、出售、交易或另行经营(不论直接或间接)H股股份或本公司或其联属人士或联系人的其他证券或衍生工具;

- (p) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料(不论采用书面或口头方式)不得复制、披露、传阅或传播至其他任何人士,如此提供的信息及材料可能会更改、更新、修订及完善,投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽(若在该司法权区不允许进行该等要约、招揽或出售),招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料(不论采用书面或口头方式)所载的任何信息均不构成任何合约或承诺的依据;
  - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料(不论采用书面或口头方式)作出或接受任何认购、收购或购买任何H股股份或其他证券的要约或邀约;及
  - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料(不论采用书面或口头方式)可能会在本协议签署后进行进一步的修订,投资者在决定是否投资于投资者股份时不应依赖该等信息,投资者特此同意该等修订(若有)并放弃其与该等修订(若有)有关的权利;
- (q) 本协议并不构成(不论共同或单独)在美国或其他任何司法权区出售证券的要约(若在该等司法权区作出该等要约属违法);
- (r) 其承认本公司、联席整体协调人、联席保荐人或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就H股股份作出任何定向销售(定义见S规例);
- (s) 其已获提供其认为对评估认购投资者股份的的优点及风险属必需及适宜的所有信息,已获提供机会向本公司、联席整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体

协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

- (t) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、联席整体协调人及/或联席保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、联席整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、联席整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (u) 联席整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (v) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (w) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、联席整体协调人、联席保荐人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、联席整体协调人、联席保荐人或彼等

各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；

- (x) 其明白，投资者股份当前并无公开市场，且本公司、联席整体协调人及联席保荐人概未作出关于投资者股份将存在公开市场的保证；
- (y) 若全球发售因任何原因未能完成，本公司、联席整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；
- (z) 本公司及联席整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；以及(iii)其他经联交所批准并符合适用法律规定的发售股份数量、价格区间及最终发售价格的调整及重新分配；及
- (aa) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午 8 时正（香港时间）或之前或根据第 4.5 条议定的其他日期作出。

## 6.2 投资者向本公司、联席整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (c) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (e) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (f) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称“批准”）已经获得且具有完全的效力，该等批准并无任何尚未满足或履行的先决条件。投资者进一步同意并承诺，倘若出于任何原因



任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及联席整体协调人；

- (g) 投资者签署及交付本协议、履行本协议及投资者认购投资者股份不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (h) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或联席整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、联席整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据上市规则或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (i) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (j) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席整体协调人或联席保荐人的客户，且其已阅读并理解本协议附表3所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、联

席保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；

- (k) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (l) 若于美国境外认购投资者股份，其于 S 规例所指“离岸交易”中如此行事且其并非美国人士；
- (m) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (n) 投资者及投资者的实益拥有人及/或联系人(i) 为独立于本公司的第三方；(ii) 并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港公司收购及合并守则）；(iii) 具有履行本协议项下所有义务的财务能力；(iv) 并非受(a) 本公司任何核心关连人士（定义见上市规则）或(b) 本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见上市规则）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及 (v) 与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和联席整体协调人；
- (o) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席整体协调人、联席全球协调人、联席保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的“**关连客户**”。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (p) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语“**全权管理投资组合**”应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (q) 投资者、实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；

- (r) 除先前已书面通知联席保荐人及联席整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(b)上市规则（包括上市规则第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (s) 投资者并未亦不会与任何“**分销商**”（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (t) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (u) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何联席整体协调人、任何联席保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (v) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其最大的单一股东团体或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的附函；
- (w) 除根据本协议外，投资者或其任何联系人均未通过簿记建档申请或订立全球发售下任何股份的订单；
- (x) 投资者符合上市规则第 18C.08 条及新上市申请人指南第 2.5 章的条文对独立定价投资者的要求；
- (y) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (z) 除非事先以书面形式向本公司、联席保荐人和联席整体协调人披露，否则投资者、其实益拥有人和 / 或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及

6.3 投资者向本公司、联席保荐人及联席整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和 / 或本公司、联席保荐人及联席整体协调人及其各自联属人士的要求提供和 / 被要求的投资者

相关信息在各方面真实、完整及准确，且并无具有误导性。在无损第 6.1(b) 条规定的前提下，投资者不可撤销地同意，若本公司、联席整体协调人及/或联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、联席整体协调人及/或联席保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、联席整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、联席整体协调人、联席保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、联席整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（统称为“**受弥偿方**”）因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日及（如适用）延迟交割日重复作出。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据中国法律妥为注册成立及有效存续；

- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
  - (c) 待按照第 4.2 条规定妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
  - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章）的协议或安排（包括任何单边保证函）；及
  - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

## 7 终止

### 7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2，4.6 或 4.7 条终止；
  - (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，为投资者的全资附属公司）在国际发售完成日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、联席整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
  - (c) 经本协议所有各方书面同意终止。
- 7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

## 8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、联席整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方就向联交所、香港证监会、中国证监会及/或本公司、联席整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、联席整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；
  - (b) 由任一方基于“须知”准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
  - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、联席整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、联席整体协调及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、联席整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、联席整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对

投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

## 9 通知

### 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	湖南省长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋,
电邮：	li.cl@cidi.ai ;ma.ting@cidi.ai
传真：	+86 89932706
收件人：	麻婷

若发送至投资者，则发送至：

地址：	广西南宁铜鼓岭 5 号大唐臻观 5B1401
电邮：	18878998818@163.com
收件人：	陈韵菲

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心第一期 29 楼,
电邮：	ib_proj_nova@cicc.com.cn
传真：	+852 2872 2101
收件人：	Project Nova

若发送至中信建投，则发送至：

地址：	香港中环康乐广场 8 号交易广场二期 18 楼
电邮：	Project.Nova@csci.hk; Project.Nova.ECM@csci.hk
传真：	+852 2180 9495
收件人：	Nova 项目组

若发送至平安资本，则发送至：

地址：	香港中环皇后大道中 99 号中环中心 36 楼 3601, 07& 11-13 室
电邮：	pub_pacshk_proj_nova@pingan.com.cn
收件人：	Horace Chu 朱浩宏

若发送至平安证券（香港），则发送至：

地址：	香港中环皇后大道中 99 号中环中心 36 楼 3601, 07 & 11-13 室
电邮：	pub_pacshk_proj_nova_ecm@pingan.com.cn
收件人：	Mego Cheng 陈美怡

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

## 10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的联席保荐人及联席整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或联席整体协调人对任何其他联席保荐人或联席整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或联席整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及联席整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或联席整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及联席整体协调人为本协议目的就投资者股份数目及发售以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、联席整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。



- 10.6 本协议仅以中文版本签署。本协议的任何翻译版本仅作参考用途。如本协议的任何翻译版本出现任何歧义、不一致或文义含糊，其文义须以中文版本为准。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
  - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 联席整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，联席整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、联席整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的文件及行动。

## 11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称“**争议**”）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

## 12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免

申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

### **13 法律文书代收人**

- 13.1 投资者不可撤销地委任 Yanmi Chan（地址为香港中西区皇后大道中 99 号中环中心 36 楼 3601 室，联系方式为 852 97475596）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、联席整体协调人及联席保荐人接受的替代法律文书代收人，并在三十（30）天内向本公司、联席整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

### **14 副本**

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

希迪智驾科技股份有限公司

胡斯博



姓名：胡斯博

职衔：董事兼总经理

[基石投资协议签名页]

为及代表

南宁智驾一号瑞粤股权投资合伙企业（有限合伙）



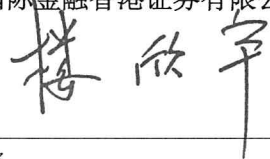
姓名：饶家升

职衔：委派代表

[基石投资协议签名页]

代表

中国国际金融香港证券有限公司

Handwritten signature of Lou Xinyu in black ink, consisting of three characters: '楼', '欣', and '宇'.

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楼欣宇

董事总经理

代表

中信建投(国际)融资有限公司

A handwritten signature in black ink, appearing to be 'Yang Yang', written over a horizontal line.

杨阳

执行董事

为及代表

中国平安资本（香港）有限公司

A handwritten signature in blue ink, appearing to be 'Chu Ho Wang', is positioned above a horizontal line.

姓名：CHU HO WANG, HORACE

职衔：Managing Director



为及代表

平安证券（香港）有限公司

A handwritten signature in black ink, appearing to be 'MEGO', is written over a horizontal line. The signature is stylized and cursive.

姓名: CHENG MEI YEE, MEGO

职衔: Managing Director

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1) 70,000,000.00 元人民币的等值港元（以本公司最终招股章程中“有关本招股章程及全球发售的资料——汇率转换”中所载港币兑人民币汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 10 股 H 股股份）。

各方同意，倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配及回拨”一节所载情况，且同时为了满足公司在新上市申请人指南第 2.5 章第 42 段“特专科技公司在首次公开招股中发售的股份总数（不包括根据行使任何超额配股权而发行的任何股份）中，必须至少有 50%由参与配售部分的独立定价投资者（不论以基础投资者身份与否）认购的要求”，则投资者股份数目可以相应扣减，以满足上述第 42 段的要求以及香港公开发售中经回拨后香港公众的要求。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点：	南宁市兴宁区昆仑大道 496 号南宁碧桂园时代城 18 号楼第五层 505 号
公司注册证书号码：	统一社会信用代码 91450102MAEGFFG95C
商业登记号码：	N/A
主要业务：	一般项目：以私募基金从事股权投资、投资管理、资产管理等活动（须在中国证券投资基金业协会完成登记备案后方可从事经营活动）。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）
最终控股股东：	N/A
最终控股股东的注册成立地点：	N/A
最终控股股东的商业登记号码：	N/A
最终控股股东的主要活动：	N/A
股东及持有的权益：	北部湾产业投资基金管理有限公司持有 1.3333%；上海康庄股权投资基金管理有限公司持有 0.1333%；南宁国瑞新发展产业基金合伙企业（有限合伙）持有 49.2667%；广西桂粤大湾区股权投资中心（有限合伙）持有 47.6000%；南宁科创天厚二号创业投资合伙企业（有限合伙）持有 1.6667%。
待插入招股章程的投资者描述（受限于联交所进一步意见）：	南宁智驾一号瑞粤股权投资合伙企业（有限合伙）（“智驾一号”）于 2025 年 4 月在广西壮族自治区南宁市兴宁区成立，主要专注于股权投资、投资管理及资产管理活动。

智驾一号有两名共同普通合伙人，分别为上海康庄股权投资基金管理有限公司（“上海康庄”）及北部湾产业投资基金管理有限公司，彼等分别持有智驾一号 0.13%及 1.33%股权。上海康庄由独立第三方饶家升控制。北部湾产业投资基金管理有限公司由广西北部湾投资集团有限公司（“广西北部湾”）全资拥有，而广西北部湾为一家由广西壮族自治区人民政府国有资产监督管理委员会控制的公司。

智驾一号的有限合伙人为：(i)南宁国瑞新发展产业基金合伙企业（有限合伙）（“南宁国瑞”），持有其 49.27%的合伙权益。南宁国瑞的普通合伙人为南宁产投合创私募基金管理有限责任公司（“南宁合创”）。其另一名有限合伙人为南宁产业投资集团有限责任公司（“南宁产业”）。南宁合创及南宁产业各自由南宁市人民政府国有资产监督管理委员会全资拥有。南宁国瑞专注于通过私募股权基金进行股权投资、投资管理及资产管理活动；(ii)广西桂粤大湾区股权投资中心（有限合伙）（“广西桂粤”），持有其 47.60%的合伙权益。广西桂粤的普通合伙人及基金管理人为北部湾产业投资基金管理有限公司，该公司由广西北部湾最终全资拥有。广西桂粤的其他有限合伙人为持有广西桂粤 39.96%股权的广西北部湾，以及持有广西桂粤 59.94%股权且为广西北部湾附属公司的桂粤（深圳）产业合作发展有限公司。智驾一号余下 1.67%的股权由一名持有其不足三分之一股权的有限合伙人持有。广西桂粤专注于通过私募股权基金进行股权投资、投资管理及资产管理活动。

就本次基石投资而言，智驾一号将通过其于香港注册成立的全资附属公司香港瑞粤智驾企业管理有限公司根据基石投资协议认购及持有相关数目的发售股份。

相关投资者类别（按规定载入联交所 FINI 承配人名单范本或 FINI 平台就有关配售须披露	基石投资者 N/A <sup>1</sup>
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<sup>1</sup> 包括所有相关的投资者类别：(i) 发行人的现任或前员工；(ii) 发行人的顾客或客户；(iii) 发行人的供应商；(iv) 独立定价投资者（按上市规则第 18C 章所界定）；(v) 酌情管理的投资组合（按上市规则附录 F 所界定）；(vi) 酌情信托；(vii) 中国政府机构（按上市规则附录 6 所界定）；(viii) 关连客户（按上市规则附录 F 所界定）；(ix) 现有股东、董事或紧密联系人（按上市规则第 1 章所界定）；(x) 保荐人或紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或 (xii) 非香港证监会认可基金。

### 附表 3

#### 专业投资者待遇通知

##### 机构专业投资者和合格法团专业投资者

1. 阁下因是机构专业投资者或被我们评估为合格法团专业投资者而成为专业投资者。
2. “机构专业投资者”是指证券及期货条例附表 1 第 1 部第 1 条所载“专业投资者”定义第(a)至(i)段所述的人士，具体如下：
  - 2.1 任何认可交易所、认可结算所、认可交易所控制人或认可投资者补偿公司，或根据证券及期货条例第 95(2)条获授权提供自动交易服务的任何人士；
  - 2.2 任何中介人或任何其他经营提供投资服务业务并受香港以外任何地方的法律规管的人士；
  - 2.3 任何认可金融机构，或任何非认可金融机构但受香港以外任何地方的法律规管的银行；
  - 2.4 根据《保险业条例》（香港法例第 41 章）授权的任何保险公司，或任何其他经营保险业务并受香港以外任何地方的法律规管的人士；
  - 2.5 任何符合以下条件的计划——
    - 2.5.1 属根据证券及期货条例第 104 条认可的集体投资计划；或者
    - 2.5.2 以相似的方式根据香港以外任何地方的法律成立，且（如受该地方的法律规管）根据该地方的法律获准许营办，  
或营办任何该等计划的人；
  - 2.6 《强制性公积金计划条例》（香港法例第 485 章）第 2(1)条所界定的任何注册计划，或其《强制性公积金计划(一般)规例》(香港第 485 章，附属法例 A 第 2 条)所界定的该等计划的成分基金，或就任何该等计划而言属该条例第 2(1)条界定的核准受托人或服务提供者或属任何该等计划或基金的投资经理的人；
  - 2.7 任何符合以下条件的计划——
    - 2.7.1 是《职业退休计划条例》（香港法例第 426 章）第 2(1)条所界定的注册计划；或

2.7.2 属该条例第 2(1)条界定的离岸计划，并(如以某地方为本籍而受该地方的法律规管)根据该地方的法律获准许营办，

或就任何该等计划而言属该条例第 2(1)条界定的管理人的的人；

2.8 任何政府（市政府当局除外）、任何履行中央银行职能的机构或任何多边机构；和

2.9 (除为施行证券及期货条例附表 5 外)符合以下说明的法团——

2.9.1 属下述者的全资附属公司 -

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；

2.9.2 属持有下述者的所有已发行股本的控股公司——

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；或

2.9.3 第(ii)项所述控股公司的任何其他全资附属公司。

3. “合格法团专业投资者”是指经我们评估符合《证券及期货事务监察委员会持牌人或注册人行为守则》（“守则”）第 15.3A(b)段标准的信托公司、法团或合伙企业并受《证券及期货（专业投资者）规则》第 3(a)、(c) 及 (d) 条约束，具体如下：

3.1 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信託法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

3.2 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

- 3.3 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：  
(i) 属于上述第 3.1 段的信托法团； (ii) 单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士；及 (iii) 符合上文第 3.2 段所指的公司或合伙企业。

- 3.4 全资拥有上述第 3.1 段所指的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，我们无需满足守则和其他香港法规的某些要求。虽然我们实际上可能会在向您提供服务时执行以下部分或全部操作，我们没有这样做的监管责任。

- 4.1 客户协议

我们无需就向阁下提供的服务签订符合守则的书面协议。

- 4.2 风险披露

守则并未要求我们就与阁下进行的任何交易所涉及的风险向您提供书面风险警告，或提请阁下注意这些风险。

- 4.3 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

- 4.4 提示确认

守则并不要求我们在为阁下完成交易后立即确认交易的基本特征。

- 4.5 客户信息

我们不需要确定阁下的财务状况、投资经验或投资目标，除非我们提供有关企业融资工作的建议。

- 4.6 Nasdaq-Amex 试点计划

如果阁下希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供该计划的文件。



#### 4.7 适用性

我们无需确保推荐或招揽适合阁下的财务状况、投资经验和投资目标。

#### 4.8 投资者特征/销售相关信息的披露

我们不受准则第 5.1A 段有关了解您的客户投资者特征的要求以及第 8.3A 段有关披露销售相关信息的要求的约束。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。
6. 通过签订本协议，阁下向我们声明并保证，阁下对阁下所交易的产品和市场有足够的知识和足够的专业知识，并且了解阁下所交易的产品和市场的交易风险。
7. 通过签订本协议，阁下特此同意并承认您已阅读并理解并向阁下解释了同意被视为专业投资者的后果，并且阁下特此同意被视为专业投资者。
8. 透过订立本协议，阁下特此同意并确认，我们及相关结算代理人不会根据《香港证券及期货（合约票据、账户报表及收据）规则》向阁下提供任何合约票据、账户结单或收据。

#### 除外法团专业投资者和个人专业投资者

1. 阁下凭借作为个人专业投资者或被评估为除外法团专业投资者而成为专业投资者。
2. “个人专业投资者”是指符合《证券及期货（专业投资者）规则》第 3(b) 条规定的一类人士：单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士。
3. “除外法团专业投资者”是指经我们评估不符合准则第 15.3A(b) 段标准且属于第 3(a)、(c) 及(d) 条规定的信托公司、公司或合伙企业如下：
  - (a) 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信託法团呈交的公开档案，该等信託法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

(b) 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

(c) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：(i) 属于上述 (a) 段的信托公司；(ii) 个人专业投资者；(iii) 符合上述 (b) 段的公司或合伙企业；和

(d) 全资拥有上述 (b) 段所指的公司的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，根据守则和其他香港法规，某些要求可能不适用（或可能被豁免或另行商定）。虽然我们在向阁下提供服务时实际上可能会执行以下部分或全部操作，我们没有这样做的监管责任：

4.1 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

4.2 提示确认

在为阁下完成交易后，我们无需立即与阁下确认交易的基本特征。

4.3 Nasdaq-Amex 试点计划

如果您希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供有关该计划的文件。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。

通过签订本协议，阁下特此同意并承认您已阅读并理解并已被解释同意被视为专业投资者的后果以及退出本协议中规定的被视为专业投资者的权利，并且阁下特此同意被视为专业投资者。

希迪智驾科技股份有限公司

及

工银瑞信基金管理有限公司

及

中国国际金融香港证券有限公司

及

中信建投（国际）融资有限公司

及

中国平安资本（香港）有限公司

及

平安证券（香港）有限公司

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基石投资协议

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本协议（下文简称“本协议”）乃于2025年12月9日订立，

订约方：

- (1) 希迪智驾科技股份有限公司（一家于中国成立的股份有限公司，其注册办事处地址位于中国湖南省长沙市岳麓区学士路336号湖南省检验检测特色产业园内A3、A4栋，下文简称“本公司”）；
- (2) 工银瑞信基金管理有限公司（一家在北京成立的股份有限公司，注册办事处位于北京市西城区金融大街5号、甲5号9层甲5号901，下文简称“投资者”）；
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街1号国际金融中心一期29楼，下文简称“中金”）；
- (4) 中信建投（国际）融资有限公司（地址：香港中环康乐广场8号交易广场二期18楼，下文简称“中信建投”）；
- (5) 中国平安资本（香港）有限公司（地址：香港中环皇后大道中99号中环中心36楼3601、07及11-13室，下文简称“平安资本”）（中金、中信建投及平安资本统称为“联席保荐人”或各自称为“保荐人”）；
- (6) 平安证券（香港）有限公司（地址：香港中环皇后大道中99号中环中心36楼3601、07及11-13室，下文简称“平安证券（香港）”）（中金、中信建投及平安证券（香港），下文统称为“联席整体协调人”或各自称为“整体协调人”。）

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之H股股份（按照招股章程所述可予重新分配）（定义见下文）（“香港公开发售”）及
  - (ii) 本公司根据证券法S规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的按照招股章程所述数量之H股股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（“国际发售”）。
- (B) 中金、中信建投及平安资本担任全球发售的联席保荐人。
- (C) 中金、中信建投及平安证券（香港）担任全球发售的联席整体协调人。

- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (E) 鉴于本公司、投资者、联席保荐人及整体协调人同意受本协议条款约束，担保人己同意订立本协议及作出若干声明、保证及承诺。

各方兹达成以下协议：

## 1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下术语和表达应具有以下含义：

“**联属人士**”指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语“**控制**”（包括术语“**控制**”、“**受控于**”及“**共同受控**”）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**投资总额**”指发售价乘以根据本协议下投资者购买的投资者股份数目所得的金额；

“**批准**”具有第 6.2(f)条赋予的含义；

“**联系人/紧密联系人**”应具有上市规则赋予的含义，“**联系人/紧密联系人**”应作相应解释；

“**经纪费**”指根据《费用规则》（定义见上市规则）第 7(1)段的规定按投资总额 1.0%计算的经纪费；

“**营业日**”指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

“**完成**”指根据本协议的条款及条件进行的投资者股份认购完成；

“**公司条例**”指《公司条例》（香港法例第 622 章），经不时修订、补充或另行修改；

“**公司(清盘及杂项条文)条例**”指《公司(清盘及杂项条文)条例》（香港法例第 32 章），经不时修订、补充或另行修改；

“**关连人士/核心关连人士**”应具有上市规则赋予的含义；

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

“**合约(第三者权利)条例**”指《合约(第三者权利)条例》（香港法例第 623 章），经不时修订、补充或另行修改；

“**控股股东**”应具有上市规则赋予的含义，除非文意另有所指；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其相关《监管规则适用指引》；

“**延迟交割日**”指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，联席整体协调人根据第 4.3条通知投资者的较后日期；

“**处置**”包括，就任何相关股份而言，直接或间接进行以下行为：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何掉期或其他安排，从而可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述

任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；“**处置**”应作相应解释；

“**FINI**”具有《上市规则》所赋予的含义；

“**全球发售**”具有序文(A)赋予的含义；

“**政府机构**”指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

“**本集团**”指本公司及其于相关时间的附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

“**港元**”指香港的法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)赋予的含义；

“**H股股份**”指本公司股本中每股面值为人民币 1.00 元的普通股，此类股份将以港元交易，并拟将在联交所上市；

“**受弥偿方**”具有第 6.5 条赋予的含义，“受弥偿方”指任何该等受弥偿方（视文意而定）；

“**国际发售**”具有序文(A)赋予的含义；

“**国际发售通函**”指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第 6.2(h)条所给予的涵义；

“**投资者股份**”指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及联席整体协调人厘定；

“**法律**”指所有相关司法权区的所有法律、成文法、立法、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、意见、公告、通知、命令、判决、法令或裁决；



**“征费”**指香港证监会的 0.0027%交易征费（或于上市日收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日收取的现行交易征费），在每种情况下，均按投资总额计算；

**“上市日”**指 H 股股份在联交所主板的初始上市日期；

**“上市规则”**指《香港联合交易所有限公司证券上市规则》以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

**“禁售期”**具有第 5.1 条赋予的含义；

**“发售价”**指 H 股股份将根据全球发售提呈发售或出售的每股最终港元价格（不包括经纪费及征费）；

**“超额配售权”**具有国际发售通函赋予的含义；

**“各方”**指本协议指定的各方，“一方”指任一协议方（依文意而定）；

**“中国”**指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

**“初步发售通函”**指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

**“专业投资者”**具有证券及期货条例附表 1 第 1 部分赋予的含义；

**“招股章程”**指本公司就香港公开发售在香港发布的最终招股章程；

**“公开文件”**指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

**“S 规例”**指证券法项下的 S 规例；

**“监管机构”**具有第 6.2(h)条赋予的含义；

**“相关股份”**指投资者根据本协议认购的投资者股份，以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

**“证券法”**指美国 1933 年《证券法》（不时经修订、补充或另行修改）；

**“香港证监会”**指香港证券及期货事务监察委员会；

“**证券及期货条例**”指《证券及期货条例》（香港法例第 571 章），经不时修订、补充或另行修改；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予的含义；

“**美国**”指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人**”具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对“**条款**”、“**子条款**”或“**附表**”的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般，具有相同的效力，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法律或法律条文的提述应包括：
  - (i) 对该等法律或法律条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
  - (ii) 对该等法律或法律条文重新颁布的先前已作废法律或法律条文（不论有无更改）的提述；及
  - (iii) 对根据该等法律或法条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对“**人士**”的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

- (i) 对“包括”的提述应解释为包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述，应视为包含该司法权区中与相关香港法律术语最接近的术语。

## 2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且联席整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过联席整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、联席整体协调人及联席保荐人，通过投资者的身份为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、联席整体协调人及联席保荐人提供书面确认，即，其同意接受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、联席整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、联席整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何

人士的措施。除文意另有所指外，术语“**投资者**”在本协议中应解释为包括该投资者的全资附属公司。

- 2.3 本公司及联席整体协调人可根据第 4.3 条规定全权酌情决定在延迟交割日交付全部或部分投资者股份。
- 2.4 本公司及联席整体协调人（代表彼等自身以及全球发售的其他包销商）将以彼等议定的方式厘定发售价。本公司及联席整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

### 3. 完成条件

- 3.1 投资者根据本协议认购投资者股份的义务，以及本公司及联席整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免)方可作实：
- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）已签订并生效且成为无条件，且上述任一包销协议均未终止；
  - (b) 本公司与联席整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
  - (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
  - (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
  - (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无严重违反本协议的行为。
- 3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、联席整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及联席

整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下及在任何情况下不晚于本协议终止日期起计三十（30）天免息退还投资者，本协议将终止及不再生效，而本公司、联席整体协调人及/或联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

- 3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成，本公司、联席整体协调人及联席保荐人无需对投资者负责。投资者-特此放弃任何基于全球发售因任何原因未能规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性发售价范围内，提起针对本公司、联席整体协调人及/或联席保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

#### 4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过联席整体协调人（及/或彼等的联属人士）以彼等作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。相应地，投资者股份将按本公司及联席整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。
- 4.2 投资者应于上市日上午 8 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至联席整体协调人在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户，该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额，悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 倘若联席整体协调人全权酌情决定，应于上市日之后的日期（“**延迟交割日**”）交割全部或任何部分投资者股份，联席整体协调人应(i)于不晚于上市日前两（2）个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两（2）个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后三（3）个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。

- 4.4 待投资者股份的款项根据第 4.2 条妥为支付后，应将投资者股份交付投资者，通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于二（2）个营业日由投资者通知联席整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定）。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交割及支付亦可以本公司、联席整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割及支付时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日内完成。
- 4.6 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、联席整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、联席整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、联席整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 如本公司、联席整体协调人及联席保荐人因超出本公司、联席整体协调人或联席保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

## 5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、联席整体协调人及联席保荐人立约并承诺：

- (a) 未经本公司、联席整体协调人及联席保荐人事先书面同意，在自上市日起（包括上市日）六（6）个月期间（下文简称“**禁售期**”）的任

何时间内，投资者不会（不论直接或间接），且不会使其联属人士(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii) 允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii) 订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii) 和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算。

- (b) 如果在禁售期后的任何时间出售任何相关股份，投资者应尽最大努力确保任何该等处置不会造成H股股份市场混乱或虚假，并将遵守所有适用法律。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五（5）个营业日向本公司、联席保荐人及联席整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和联席整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、联席整体协调人及联席保荐人作出，以本公司、联席整体协调及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、联席整体协调人及联席保荐人作出，以本公司、联席整体协调

人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括但不限于本协议第5条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及个别承担本协议施加的所有责任及义务；及

- (f) 该全资附属公司是(i)并且将来不会成为美国人士；(ii)目前并且将来位于美国境外；及(iii)按照S规例通过境外交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、联席整体协调人及联席保荐人事先书面同意外，投资者及其联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的10%（或上市规则不时就“主要股东”定义厘定的其他比例），而投资者不会于上市日起十二（12）个月内成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人于本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第8.08条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、联席整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于合法投资管理持有本公司的股本，应本公司、联席整体协调人及/或联席保荐人的合理请求，投资者将向本公司、联席整体协调人及联席保荐人提供合理的证据，证明投资者乃基于合法投资管理持有本公司的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人不得，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份。

5.5 投资者及其联属人士、董事、监事、高级职员、雇员或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括新上市申请人指南第4.15章）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级职员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将在不获得外部融资的情况下使用内部资源来为其认购投资者股份提供资金。

## 6. 承认、声明、承诺及保证

6.1 投资者向本公司、联席整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：



- (a) 本公司、联席整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据上市规则或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向联席整体协调人披露；
- (d) 发售价将仅由本公司与联席整体协调人（为彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过联席整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 联席整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合上市规则第 8.08(3)条，该条款规定于上市日由公众人士持有的股份中，由持股量最高的三(3)名公众股东实益拥有的百分比不得超过 50%；
- (h) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、联席整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (i) 本公司、联席整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (j) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的

利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

- (k) 其明白及同意，转让投资者股份仅可)根据 S 规例在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (l) 其明白，本公司、联席整体协调人或联席保荐人或国际发售的任何国际包销商均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (m) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (n) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：（i）不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的“须知”原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称“获授权接受者”）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；（ii）应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及（iii）不得并应确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (o) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：

- (i) 招股章程草案、初步发售通函草案以及其他已向投资者、及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (p) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (q) 其承认本公司、联席整体协调人、联席保荐人或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就 H 股股份作出任何定向销售（定义见 S 规例）；
- (r) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、联席整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (s) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、联席整体协调人及/或联席保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、联席整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、联席整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监

事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

- (t) 联席整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (u) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (v) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、联席整体协调人、联席保荐人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、联席整体协调人、联席保荐人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；
- (w) 其明白，投资者股份当前并无公开市场，且本公司、联席整体协调人及联席保荐人概未作出关于投资者股份将存在公开市场的保证；
- (x) 若全球发售因任何原因未能完成，本公司、联席整体协调人、联席保荐人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；
- (y) 本公司及联席整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；以及(iii)其他经联交所批准并符合适用法律

规定的发售股份数量、价格区间及最终发售价格的调整及重新分配；  
及

- (z) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午8时正（香港时间）或之前或根据第4.5条议定的其他日期作出。

6.2 投资者向本公司、联席整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (c) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (e) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (f) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称“**批准**”）已经获得且具有完全的效力，该等批准并无任何尚未满足或履行的先决条件。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；
- (g) 投资者签署及交付本协议、履行本协议及投资者认购投资者股份不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (h) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管

机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或联席整体协调人提供信息（包括但不限于：(i) 投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii) 本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv) 投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、联席整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据上市规则或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (i) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (j) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席整体协调人或联席保荐人的客户，且其已阅读并理解本协议附表3所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权和同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、联席保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；
- (k) 其为投资者利益、以合法管理产品基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (l) 若于美国境外认购投资者股份，其于S规例所指“**离岸交易**”中如此行事且其并非美国人士；
- (m) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (n) 投资者及投资者的实益拥有人及/或联系人(i) 为独立于本公司的第三方；(ii) 并非本公司的关连人士（定义见上市规则）或联系人，投资

者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港公司收购及合并守则）；(iii) 具有履行本协议项下所有义务的财务能力；(iv) 并非受(a) 本公司任何核心关连人士（定义见上市规则）或(b) 本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见上市规则）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v) 与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和联席整体协调人；

- (o) 投资者将使用合法管理资金认购投资者股份，且其尚未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (p) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席整体协调人、联席全球协调人、联席保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的“**关连客户**”。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (q) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语“**全权管理投资组合**”应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (s) 除先前已书面通知联席保荐人及联席整体协调人外，投资者或其实益拥有人均不属于(a) 联交所 FINI 获配售者名单范本所载，或 FINI 界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(b) 上市规则（包括上市规则第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (t) 投资者并未亦不会与任何“**分销商**”（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (u) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；

- (v) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何联席整体协调人、任何联席保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
  - (w) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其最大的单一股东团体或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第4.15章的条文）的附函；
  - (x) 除根据本协议外，投资者或其任何联系人均未通过簿记建档申请或订立全球发售下任何股份的订单；
  - (y) 投资者符合上市规则第18C.08条及新上市申请人指南第2.5章的条文对独立定价投资者的要求；
  - (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
  - (aa) 除非事先以书面形式向本公司、联席保荐人和联席整体协调人披露，否则投资者、其实益拥有人和 / 或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及
  - (bb) 若投资者因任何原因在履行本协议项下的任何投资者义务（包括付款义务）时违约，担保人应就已违约部分立即无条件以本协议规定的方式履行及促使履行投资者的义务（包括付款义务），以便本公司、整体协调人及联席保荐人获得当投资者妥为履行投资者义务（包括付款义务）时彼等本应获得的利益。本担保应为持续担保且应始终保持效力，直至投资者的所有义务（包括付款义务）已履行。
- 6.3 投资者向本公司、联席保荐人及联席整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和 / 或本公司、联席保荐人及联席整体协调人及其各自联属人士的要求提供和 / 被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在无损第 6.1(b) 条规定的前提下，投资者不可撤销地同意，若本公司、联席整体协调人及/或联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、联席整体协调人及/或联席保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、联席整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼



等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、联席整体协调人、联席保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、联席整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（统称为“**受弥偿方**”）因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日及（如适用）延迟交割日重复作出。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据中国法律妥为注册成立及有效存续；
  - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
  - (c) 待按照第 4.2 条规定妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；

- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第4.15章）的协议或安排（包括任何单边保证函）；及
  - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买H股股份的投资者相同的权利。
- 7 终止**
- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2，4.6 或 4.7 条终止；
  - (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，为投资者的全资附属公司）在国际发售完成日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、联席整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
  - (c) 经本协议所有各方书面同意终止。
- 7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

## **8 公告及机密性**

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、联席整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、联席整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文

件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；

- (b) 由任一方基于“须知”准则向各方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
  - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

## 9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：湖南省长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋,  
电邮：li.cl@cidi.ai ;ma.ting@cidi.ai  
传真：+86 89932706  
收件人：麻婷

若发送至投资者，则发送至：

地址：北京市西城区金融大街 5 号、甲 5 号 9 层甲 5 号  
901  
电邮：teng.guanxing@icbcubs.com.cn  
收件人：滕冠兴

若发送至中金，则发送至：

地址：香港中环港景街 1 号国际金融中心第一期 29 楼,  
电邮：ib\_proj\_nova@cicc.com.cn  
传真：+852 2872 2101  
收件人：Project Nova

若发送至中信建投，则发送至：

地址：香港中环康乐广场 8 号交易广场二期 18 楼  
电邮：Project.Nova@csci.hk; Project.Nova.ECM@csci.hk  
传真：+852 2180 9495  
收件人：Nova 项目组

若发送至平安资本，则发送至：

地址：香港中环皇后大道中 99 号中环中心 36 楼 3601,  
07& 11-13 室  
电邮：pub\_pacshk\_proj\_nova@pingan.com.cn  
收件人：Horace Chu 朱浩宏

若发送至平安证券（香港），则发送至：

地址：香港中环皇后大道中 99 号中环中心 36 楼 3601,  
07 & 11-13 室  
电邮：pub\_pacshk\_proj\_nova\_ecm@pingan.com.cn  
收件人：Mego Cheng 陈美怡

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

## 10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的联席保荐人及联席整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或联席整体协调人对任何其他联席保荐人或联席整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或联席整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及联席整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或联席整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及联席整体协调人为本协议目的就投资者股份数目及发售以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、联席整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 本协议仅以中文版本签署。本协议的任何翻译版本仅作参考用途。如本协议的任何翻译版本出现任何歧义、不一致或文义含糊，其文义须以中文版本为准。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
  - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 联席整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，联席整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
  - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、联席整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

## 11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称“**争议**”）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

## 12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

### **13 法律文书代收人**

- 13.1 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、联席整体协调人及联席保荐人接受的替代法律文书代收人，并在三十（30）天内向本公司、联席整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

### **14 副本**

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。



为及代表

希迪智驾科技股份有限公司

胡斯博



姓名：胡斯博

职衔：董事兼总经理

[基石投资协议签名页]

工银瑞信基金管理有限公司（盖章）



[基石投资协议签名页]

代表

中国国际金融香港证券有限公司

楼欣宇

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楼欣宇

董事总经理

代表

中信建投(国际)融资有限公司

A handwritten signature in black ink, appearing to be 'Yang Yang', written over a horizontal line.

杨阳

执行董事

为及代表

中国平安资本（香港）有限公司

A handwritten signature in blue ink, appearing to read 'Chu Ho Wang', is positioned above a horizontal line.

姓名：CHU HO WANG, HORACE

职衔：Managing Director

为及代表

平安证券（香港）有限公司

A handwritten signature in black ink, appearing to be 'MEGO', is written over a horizontal line. The signature is stylized and cursive.

姓名: CHENG MEI YEE, MEGO

职衔: Managing Director

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1) 100 万美元的等值港元（以本公司最终招股章程中“有关本招股章程及全球发售的资料——汇率转换”中所载港币兑人民币汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 10 股 H 股股份）。

各方同意，倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配及回拨”一节所载情况，且同时为了满足公司在新上市申请人指南第 2.5 章第 42 段“特专科技公司在首次公开招股中发售的股份总数（不包括根据行使任何超额配股权而发行的任何股份）中，必须至少有 50%由参与配售部分的独立定价投资者（不论以基础投资者身份与否）认购的要求”，则投资者股份数目可以相应扣减，以满足上述第 42 段的要求以及香港公开发售中经回拨后香港公众的要求。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点:	北京
公司工商注册号码:	100000400011263
统一社会信用代码号码:	91110000717856308U
主要业务:	(1) 基金募集; (2) 基金销售; (3) 资产管理; (4) 香港证监会许可的其他业务
最终控股股东:	中国工商银行股份有限公司
最终控股股东的注册成立地点:	北京市西城区复兴门内大街 55 号
最终控股股东的工商注册号码:	1000000000003965
最终控股股东的主要活动:	办理人民币存款、贷款;同业拆借业务;国内外结算;办理票据承兑、贴现、转贴现;各类汇兑业务;代理资金清算;提供信用证服务及担保;代理销售业务;代理发行、代理承销、代理兑付政府债券;代收代付业务;代理证券资金清算业务(银证转账);保险兼业代理业务;代理政策性银行、外国政府和国际金融机构贷款业务;保管箱服务;发行金融债券;买卖政府债券、金融债券;证券投资基金、企业年金托管业务;企业年金受托管理服务、年金账户管理服务;开放式基金的注册登记、认购、申购和赎回业务;资信调查、咨询、见证业务;贷款承诺;企业、个人财务顾问服务;组织或参加银团贷款;外汇存款;外汇贷款;外币兑换;出口托收及进口代收;外汇票据承兑和贴现;外汇借款;外汇担保;发行、代理发行、买卖或代理买卖股票以外的外币有价证券;自营、代客外汇买卖;外汇金融衍生业务;银行卡业务;电话银行、网上银行、手机银行业务;办理结汇、售汇业务;经国务院银行业监督管理机构批准的其他业务。(市



	<p>场主体依法自主选择经营项目,开展经营活动;依法须经批准的项目,经相关部门批准后依批准的内容开展经营活动;不得从事国家和本市产业政策禁止和限制类项目的经营活动。)</p>
股东及持有的权益:	中国工商银行股份有限公司(持股 80%)和瑞士银行有限公司(持股 20%)
待插入招股章程的投资者描述 (受限于联交所进一步意见):	<p>工银瑞信基金管理有限公司(「工银瑞信」)为一家于北京注册成立的公司,主要从事集资、基金销售、资产管理及其他业务活动。工银瑞信由中国工商银行股份有限公司(一家于联交所上市的公司(股份代号:01398.HK))及瑞银集团(一家于瑞士证券交易所上市的公司(股份代号:UBSG.SW))分别拥有 80%及 20%。就本次基石投资而言,工银瑞信将透过合资格境内机构投资者根据基石投资协议认购及持有相关数目的发售股份。</p> <p>工银瑞信于本公司的投资资金乃由工银瑞信新经济灵活配置混合型证券投资基金(QDII)(「工银瑞信新经济基金」)及工银瑞信香港中小盘股票型证券投资基金(QDII)(「工银瑞信香港中小盘基金」)拨付。根据工银瑞信新经济基金的 2025 年中期报告,其拥有超过 4,510 名持有人。根据工银瑞信香港中小盘基金的 2025 年中期报告,其拥有 12,334 名持有人。</p>
相关投资者类别(按规定载入联交所 FINI 承配人名单范本或 FINI 平台就有关配售须披露)	基石投资者 N/A <sup>1</sup>

<sup>1</sup> 包括所有相关的投资者类别: (i) 发行人的现任或前员工; (ii) 发行人的顾客或客户; (iii) 发行人的供应商; (iv) 独立定价投资者(按上市规则第 18C 章所界定); (v) 酌情管理的投资组合(按上市规则附录 F 所界定); (vi) 酌情信托; (vii) 中国政府机构(按上市规则附录 6 所界定); (viii) 关连客户(按上市规则附录 F 所界定); (ix) 现有股东、董事或紧密联系人(按上市规则第 1 章所界定); (x) 保荐人或紧密联系人; (xi) 包销商及 / 或分销商或其紧密联系人; 或 (xii) 非香港证监会认可基金。

### 附表 3

#### 专业投资者待遇通知

##### 机构专业投资者和合格法团专业投资者

1. 阁下因是机构专业投资者或被我们评估为合格法团专业投资者而成为专业投资者。
2. “机构专业投资者”是指证券及期货条例附表 1 第 1 部第 1 条所载“专业投资者”定义第(a)至(i)段所述的人士，具体如下：
  - 2.1 任何认可交易所、认可结算所、认可交易所控制人或认可投资者补偿公司，或根据证券及期货条例第 95(2)条获授权提供自动交易服务的任何人士；
  - 2.2 任何中介人或任何其他经营提供投资服务业务并受香港以外任何地方的法律规管的人士；
  - 2.3 任何认可金融机构，或任何非认可金融机构但受香港以外任何地方的法律规管的银行；
  - 2.4 根据《保险业条例》（香港法例第 41 章）授权的任何保险公司，或任何其他经营保险业务并受香港以外任何地方的法律规管的人士；
  - 2.5 任何符合以下条件的计划——
    - 2.5.1 属根据证券及期货条例第 104 条认可的集体投资计划；或者
    - 2.5.2 以相似的方式根据香港以外任何地方的法律成立，且（如受该地方的法律规管）根据该地方的法律获准许营办，  
或营办任何该等计划的人；
  - 2.6 《强制性公积金计划条例》（香港法例第 485 章）第 2(1)条所界定的任何注册计划，或其《强制性公积金计划(一般)规例》(香港第 485 章，附属法例 A 第 2 条)所界定的该等计划的成分基金，或就任何该等计划而言属该条例第 2(1)条界定的核准受托人或服务提供者或属任何该等计划或基金的投资经理的人；
  - 2.7 任何符合以下条件的计划——
    - 2.7.1 是《职业退休计划条例》（香港法例第 426 章）第 2(1)条所界定的注册计划；或

2.7.2 属该条例第 2(1)条界定的离岸计划，并(如以某地方为本籍而受该地方的法律规管)根据该地方的法律获准许营办，

或就任何该等计划而言属该条例第 2(1)条界定的管理人的人；

2.8 任何政府（市政府当局除外）、任何履行中央银行职能的机构或任何多边机构；和

2.9 (除为施行证券及期货条例附表 5 外)符合以下说明的法团——

2.9.1 属下述者的全资附属公司 -

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；

2.9.2 属持有下述者的所有已发行股本的控股公司——

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；或

2.9.3 第(ii)项所述控股公司的任何其他全资附属公司。

3. “合格法团专业投资者”是指经我们评估符合《证券及期货事务监察委员会持牌人或注册人行为守则》（“守则”）第 15.3A(b)段标准的信托公司、法团或合伙企业并受《证券及期货（专业投资者）规则》第 3(a)、(c) 及 (d) 条约束，具体如下：

3.1 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信托法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

3.2 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

- 3.3 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：  
(i) 属于上述第 3.1 段的信托法团； (ii) 单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士；及 (iii) 符合上文第 3.2 段所指的公司或合伙企业。

- 3.4 全资拥有上述第 3.1 段所指的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，我们无需满足守则和其他香港法规的某些要求。虽然我们实际上可能会在向您提供服务时执行以下部分或全部操作，我们没有这样做的监管责任。

- 4.1 客户协议

我们无需就向阁下提供的服务签订符合守则的书面协议。

- 4.2 风险披露

守则并未要求我们就与阁下进行的任何交易所涉及的风险向您提供书面风险警告，或提请阁下注意这些风险。

- 4.3 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

- 4.4 提示确认

守则并不要求我们在为阁下完成交易后立即确认交易的基本特征。

- 4.5 客户信息

我们不需要确定阁下的财务状况、投资经验或投资目标，除非我们提供有关企业融资工作的建议。

- 4.6 Nasdaq-Amex 试点计划

如果阁下希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供该计划的文件。

#### 4.7 适用性

我们无需确保推荐或招揽适合阁下的财务状况、投资经验和投资目标。

#### 4.8 投资者特征/销售相关信息的披露

我们不受准则第 5.1A 段有关了解您的客户投资者特征的要求以及第 8.3A 段有关披露销售相关信息的要求的约束。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。
6. 通过签订本协议，阁下向我们声明并保证，阁下对阁下所交易的产品和市场有足够的知识和足够的专业知识，并且了解阁下所交易的产品和市场的交易风险。
7. 通过签订本协议，阁下特此同意并承认您已阅读并理解并向阁下解释了同意被视为专业投资者的后果，并且阁下特此同意被视为专业投资者。
8. 透过订立本协议，阁下特此同意并确认，我们及相关结算代理人不会根据《香港证券及期货（合约票据、账户报表及收据）规则》向阁下提供任何合约票据、账户结单或收据。

#### 除外法团专业投资者和个人专业投资者

1. 阁下凭借作为个人专业投资者或被评估为除外法团专业投资者而成为专业投资者。
2. “个人专业投资者”是指符合《证券及期货（专业投资者）规则》第 3(b) 条规定的一类人士：单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士。
3. “除外法团专业投资者”是指经我们评估不符合准则第 15.3A(b) 段标准且属于第 3(a)、(c) 及(d) 条规定的信托公司、公司或合伙企业如下：

(a) 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信託法团呈交的公开档案，该等信託法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

(b) 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

(c) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：(i) 属于上述 (a) 段的信托公司；(ii) 个人专业投资者；(iii) 符合上述 (b) 段的公司或合伙企业；和

(d) 全资拥有上述 (b) 段所指的公司的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，根据守则和其他香港法规，某些要求可能不适用（或可能被豁免或另行商定）。虽然我们在向阁下提供服务时实际上可能会执行以下部分或全部操作，我们没有这样做的监管责任：

4.1 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

4.2 提示确认

在为阁下完成交易后，我们无需立即与阁下确认交易的基本特征。

4.3 Nasdaq-Amex 试点计划

如果您希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供有关该计划的文件。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。

通过签订本协议，阁下特此同意并承认您已阅读并理解并已被解释同意被视为专业投资者的后果以及退出本 ss 协议中规定的被视为专业投资者的权利，并且阁下特此同意被视为专业投资者。

希迪智驾科技股份有限公司

及

工银瑞信资产管理（国际）有限公司

及

中国国际金融香港证券有限公司

及

中信建投（国际）融资有限公司

及

中国平安资本（香港）有限公司

及

平安证券（香港）有限公司

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基石投资协议

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本协议（下文简称“本协议”）乃于2025年12月9日订立，

订约方：

- (1) 希迪智驾科技股份有限公司（一家于中国成立的股份有限公司，其注册办事处地址位于中国湖南省长沙市岳麓区学士路336号湖南省检验检测特色产业园内A3、A4栋，下文简称“本公司”）；
- (2) 工银瑞信资产管理（国际）有限公司（一家在香港成立的股份有限公司，注册办事处位于香港中环花园道3号中国工商银行大厦8楼801室，下文简称“投资者”）；
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街1号国际金融中心一期29楼，下文简称“中金”）；
- (4) 中信建投（国际）融资有限公司（地址：香港中环康乐广场8号交易广场二期18楼，下文简称“中信建投”）；
- (5) 中国平安资本（香港）有限公司（地址：香港中环皇后大道中99号中环中心36楼3601、07及11-13室，下文简称“平安资本”）（中金、中信建投及平安资本统称为“联席保荐人”或各自称为“保荐人”）；
- (6) 平安证券（香港）有限公司（地址：香港中环皇后大道中99号中环中心36楼3601、07及11-13室，下文简称“平安证券（香港）”）（中金、中信建投及平安证券（香港），下文统称为“联席整体协调人”或各自称为“整体协调人”。）

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之H股股份（按照招股章程所述可予重新分配）（定义见下文）（“香港公开发售”）及
  - (ii) 本公司根据证券法S规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的按照招股章程所述数量之H股股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（“国际发售”）。
- (B) 中金、中信建投及平安资本担任全球发售的联席保荐人。
- (C) 中金、中信建投及平安证券（香港）担任全球发售的联席整体协调人。

- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (E) 鉴于本公司、投资者、联席保荐人及整体协调人同意受本协议条款约束，担保人己同意订立本协议及作出若干声明、保证及承诺。

各方兹达成以下协议：

## 1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下术语和表达应具有以下含义：

“**联属人士**”指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语“**控制**”（包括术语“**控制**”、“**受控于**”及“**共同受控**”）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**投资总额**”指发售价乘以根据本协议下投资者购买的投资者股份数目所得的金额；

“**批准**”具有第 6.2(f)条赋予的含义；

“**联系人/紧密联系人**”应具有上市规则赋予的含义，“**联系人/紧密联系人**”应作相应解释；

“**经纪费**”指根据《费用规则》（定义见上市规则）第 7(1)段的规定按投资总额 1.0%计算的经纪费；

“**营业日**”指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

“**完成**”指根据本协议的条款及条件进行的投资者股份认购完成；

“**公司条例**”指《公司条例》（香港法例第 622 章），经不时修订、补充或另行修改；

“**公司(清盘及杂项条文)条例**”指《公司(清盘及杂项条文)条例》（香港法例第 32 章），经不时修订、补充或另行修改；

“**关连人士/核心关连人士**”应具有上市规则赋予的含义；

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

“**合约(第三者权利)条例**”指《合约(第三者权利)条例》（香港法例第 623 章），经不时修订、补充或另行修改；

“**控股股东**”应具有上市规则赋予的含义，除非文意另有所指；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其相关《监管规则适用指引》；

“**延迟交割日**”指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，联席整体协调人根据第 4.3条通知投资者的较后日期；

“**处置**”包括，就任何相关股份而言，直接或间接进行以下行为：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何掉期或其他安排，从而可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述

任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；“**处置**”应作相应解释；

“**FINI**”具有《上市规则》所赋予的含义；

“**全球发售**”具有序文(A)赋予的含义；

“**政府机构**”指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

“**本集团**”指本公司及其于相关时间的附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

“**港元**”指香港的法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)赋予的含义；

“**H股股份**”指本公司股本中每股面值为人民币 1.00 元的普通股，此类股份将以港元交易，并拟将在联交所上市；

“**受弥偿方**”具有第 6.5 条赋予的含义，“受弥偿方”指任何该等受弥偿方（视文意而定）；

“**国际发售**”具有序文(A)赋予的含义；

“**国际发售通函**”指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第 6.2(h)条所给予的涵义；

“**投资者股份**”指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及联席整体协调人厘定；

“**法律**”指所有相关司法权区的所有法律、成文法、立法、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、意见、公告、通知、命令、判决、法令或裁决；

**“征费”**指香港证监会的 0.0027%交易征费（或于上市日收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日收取的现行交易征费），在每种情况下，均按投资总额计算；

**“上市日”**指 H 股股份在联交所主板的初始上市日期；

**“上市规则”**指《香港联合交易所有限公司证券上市规则》以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

**“禁售期”**具有第 5.1 条赋予的含义；

**“发售价”**指 H 股股份将根据全球发售提呈发售或出售的每股最终港元价格（不包括经纪费及征费）；

**“超额配售权”**具有国际发售通函赋予的含义；

**“各方”**指本协议指定的各方，“一方”指任一协议方（依文意而定）；

**“中国”**指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

**“初步发售通函”**指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

**“专业投资者”**具有证券及期货条例附表 1 第 1 部分赋予的含义；

**“招股章程”**指本公司就香港公开发售在香港发布的最终招股章程；

**“公开文件”**指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

**“S 规例”**指证券法项下的 S 规例；

**“监管机构”**具有第 6.2(h)条赋予的含义；

**“相关股份”**指投资者根据本协议认购的投资者股份，以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

**“证券法”**指美国 1933 年《证券法》（不时经修订、补充或另行修改）；

**“香港证监会”**指香港证券及期货事务监察委员会；

“**证券及期货条例**”指《证券及期货条例》（香港法例第 571 章），经不时修订、补充或另行修改；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予的含义；

“**美国**”指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人**”具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对“**条款**”、“**子条款**”或“**附表**”的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般，具有相同的效力，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法律或法律条文的提述应包括：
  - (i) 对该等法律或法律条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
  - (ii) 对该等法律或法律条文重新颁布的先前已作废法律或法律条文（不论有无更改）的提述；及
  - (iii) 对根据该等法律或法条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对“**人士**”的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

- (i) 对“包括”的提述应解释为包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述，应视为包含该司法权区中与相关香港法律术语最接近的术语。

## 2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分按发售价认购，本公司将按发售价发行、配发及配售且联席整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份，通过联席整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、联席整体协调人及联席保荐人，通过投资者的身份为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、联席整体协调人及联席保荐人提供书面确认，即，其同意接受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、联席整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、联席整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何

人士的措施。除文意另有所指外，术语“**投资者**”在本协议中应解释为包括该投资者的全资附属公司。

- 2.3 本公司及联席整体协调人可根据第 4.3 条规定全权酌情决定在延迟交割日交付全部或部分投资者股份。
- 2.4 本公司及联席整体协调人（代表彼等自身以及全球发售的其他包销商）将以彼等议定的方式厘定发售价。本公司及联席整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

### 3. 完成条件

- 3.1 投资者根据本协议认购投资者股份的义务，以及本公司及联席整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免)方可作实：
- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）已签订并生效且成为无条件，且上述任一包销协议均未终止；
  - (b) 本公司与联席整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
  - (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
  - (d) 任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
  - (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无严重违反本协议的行为。
- 3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、联席整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、联席整体协调人及联席保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及联席



整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下及在任何情况下不晚于本协议终止日期起计三十（30）天免息退还投资者，本协议将终止及不再生效，而本公司、联席整体协调人及/或联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

- 3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止，若全球发售因任何原因未能于所述的日期及时间完成或根本无法完成，本公司、联席整体协调人及联席保荐人无需对投资者负责。投资者-特此放弃任何基于全球发售因任何原因未能规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性发售价范围内，提起针对本公司、联席整体协调人及/或联席保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

#### 4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过联席整体协调人（及/或彼等的联属人士）以彼等作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。相应地，投资者股份将按本公司及联席整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。
- 4.2 投资者应于上市日上午 8 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至联席整体协调人在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户，该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额，悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 倘若联席整体协调人全权酌情决定，应于上市日之后的日期（“**延迟交割日**”）交割全部或任何部分投资者股份，联席整体协调人应(i)于不晚于上市日前两（2）个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两（2）个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后三（3）个营业日。即使投资者股份将于延迟交割日交付投资者，投资者仍需根据第 4.2 条的规定为投资者股份付款。

- 4.4 待投资者股份的款项根据第 4.2 条妥为支付后，应将投资者股份交付投资者，通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于二（2）个营业日由投资者通知联席整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定）。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交割及支付亦可以本公司、联席整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割及支付时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日内完成。
- 4.6 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、联席整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、联席整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、联席整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 如本公司、联席整体协调人及联席保荐人因超出本公司、联席整体协调人或联席保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止本协议。

## 5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、联席整体协调人及联席保荐人立约并承诺：

- (a) 未经本公司、联席整体协调人及联席保荐人事先书面同意，在自上市日起（包括上市日）六（6）个月期间（下文简称“**禁售期**”）的任

何时间内，投资者不会（不论直接或间接），且不会使其联属人士(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii) 允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii) 订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述 (i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii) 和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算。

- (b) 如果在禁售期后的任何时间出售任何相关股份，投资者应尽最大努力确保任何该等处置不会造成H股股份市场混乱或虚假，并将遵守所有适用法律。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五（5）个营业日向本公司、联席保荐人及联席整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和联席整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、联席整体协调人及联席保荐人作出，以本公司、联席整体协调及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、联席整体协调人及联席保荐人作出，以本公司、联席整体协调

人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括但不限于本协议第5条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及个别承担本协议施加的所有责任及义务；及

- (f) 该全资附属公司是(i)并且将来不会成为美国人士；(ii)目前并且将来位于美国境外；及(iii)按照S规例通过境外交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、联席整体协调人及联席保荐人事先书面同意外，投资者及其联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的10%（或上市规则不时就“主要股东”定义厘定的其他比例），而投资者不会于上市日起十二（12）个月内成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人于本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第8.08条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、联席整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、联席整体协调人及/或联席保荐人的合理请求，投资者将向本公司、联席整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人不得，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份。

5.5 投资者及其联属人士、董事、监事、高级职员、雇员或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、雇员或代理签订任何违反或抵触上市规则（包括新上市申请人指南第4.15章）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级职员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将在不获得外部融资的情况下使用内部资源来为其认购投资者股份提供资金。

## 6. 承认、声明、承诺及保证

6.1 投资者向本公司、联席整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、联席整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据上市规则或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向联席整体协调人披露；
- (d) 发售价将仅由本公司与联席整体协调人（为彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过联席整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (g) 联席整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合上市规则第 8.08(3)条，该条款规定于上市日由公众人士持有的股份中，由持股量最高的三(3)名公众股东实益拥有的百分比不得超过 50%；
- (h) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、联席整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (i) 本公司、联席整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (j) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的

利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

- (k) 其明白及同意，转让投资者股份仅可)根据 S 规例在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (l) 其明白，本公司、联席整体协调人或联席保荐人或国际发售的任何国际包销商均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (m) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (n) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：（i）不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的“须知”原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称“获授权接受者”）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；（ii）应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及（iii）不得并应确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (o) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：

- (i) 招股章程草案、初步发售通函草案以及其他已向投资者、及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者、及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (p) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (q) 其承认本公司、联席整体协调人、联席保荐人或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就 H 股股份作出任何定向销售（定义见 S 规例）；
- (r) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、联席整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (s) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、联席整体协调人及/或联席保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、联席整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、联席整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监

事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

- (t) 联席整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (u) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (v) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、联席整体协调人、联席保荐人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、联席整体协调人、联席保荐人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；
- (w) 其明白，投资者股份当前并无公开市场，且本公司、联席整体协调人及联席保荐人概未作出关于投资者股份将存在公开市场的保证；
- (x) 若全球发售因任何原因未能完成，本公司、联席整体协调人、联席保荐人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；
- (y) 本公司及联席整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；以及(iii)其他经联交所批准并符合适用法律



规定的发售股份数量、价格区间及最终发售价格的调整及重新分配；  
及

- (z) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午8时正（香港时间）或之前或根据第4.5条议定的其他日期作出。

6.2 投资者向本公司、联席整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；
- (b) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (c) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (e) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (f) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称“**批准**”）已经获得且具有完全的效力，该等批准并无任何尚未满足或履行的先决条件。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；
- (g) 投资者签署及交付本协议、履行本协议及投资者认购投资者股份不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (h) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管

机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或联席整体协调人提供信息（包括但不限于：(i) 投资者及其最终实益拥有人及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii) 本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv) 投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、联席整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据上市规则或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (i) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (j) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非联席整体协调人或联席保荐人的客户，且其已阅读并理解本协议附表3所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。就本条款而言，专业投资者待遇通知中的“我们”是指公司、联席保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；
- (k) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (l) 若于美国境外认购投资者股份，其于S规例所指“**离岸交易**”中如此行事且其并非美国人士；
- (m) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (n) 投资者及投资者的实益拥有人及/或联系人(i) 为独立于本公司的第三方；(ii) 并非本公司的关连人士（定义见上市规则）或联系人，投资

者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港公司收购及合并守则）；(iii) 具有履行本协议项下所有义务的财务能力；(iv) 并非受(a) 本公司任何核心关连人士（定义见上市规则）或(b) 本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见上市规则）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v) 与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和联席整体协调人；

- (o) 投资者将使用自有资金认购投资者股份，且其尚未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (p) 投资者、其实益拥有人及/或联系人并非全球发售的任何联席整体协调人、联席全球协调人、联席保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的“**关连客户**”。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (q) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语“**全权管理投资组合**”应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；
- (s) 除先前已书面通知联席保荐人及联席整体协调人外，投资者或其实益拥有人均不属于(a) 联交所 FINI 获配售者名单范本所载，或 FINI 界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(b) 上市规则（包括上市规则第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (t) 投资者并未亦不会与任何“**分销商**”（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (u) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）及新上市申请人指南第 4.15 章的条文；

- (v) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何联席整体协调人、任何联席保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
  - (w) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其最大的单一股东团体或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第4.15章的条文）的附函；
  - (x) 除根据本协议外，投资者或其任何联系人均未通过簿记建档申请或订立全球发售下任何股份的订单；
  - (y) 投资者符合上市规则第18C.08条及新上市申请人指南第2.5章的条文对独立定价投资者的要求；
  - (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
  - (aa) 除非事先以书面形式向本公司、联席保荐人和联席整体协调人披露，否则投资者、其实益拥有人及/或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及
  - (bb) 若投资者因任何原因在履行本协议项下的任何投资者义务（包括付款义务）时违约，担保人应就已违约部分立即无条件以本协议规定的方式履行及促使履行投资者的义务（包括付款义务），以便本公司、整体协调人及联席保荐人获得当投资者妥为履行投资者义务（包括付款义务）时彼等本应获得的利益。本担保应为持续担保且应始终保持效力，直至投资者的所有义务（包括付款义务）已履行。
- 6.3 投资者向本公司、联席保荐人及联席整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和/或本公司、联席保荐人及联席整体协调人及其各自联属人士的要求提供和/或被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、联席整体协调人及/或联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表2所载的描述）载入公开文件、营销及路演材料及代表本公司、联席整体协调人及/或联席保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、联席整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼

等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、联席整体协调人、联席保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、联席整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（统称为“受弥偿方”）因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日及（如适用）延迟交割日重复作出。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据中国法律妥为注册成立及有效存续；
  - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
  - (c) 待按照第 4.2 条规定妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；

- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第4.15章）的协议或安排（包括任何单边保证函）；及
  - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买H股股份的投资者相同的权利。
- 7 终止**
- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2， 4.6 或 4.7 条终止；
  - (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，为投资者的全资附属公司）在国际发售完成日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、保证、承诺、确认及承认），本公司、联席整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
  - (c) 经本协议所有各方书面同意终止。
- 7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

## **8 公告及机密性**

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、联席整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、联席整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文

件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；

- (b) 由任一方基于“须知”准则向各方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
  - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

## 9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：湖南省长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋,  
电邮：li.cl@cidi.ai ;ma.ting@cidi.ai  
传真：+86 89932706  
收件人：麻婷

若发送至投资者，则发送至：

地址：香港中环花园道 3 号中国工商银行大厦 8 楼 801 室  
电邮：derek.lu@icbcubs.com.hk  
收件人：陆杨

若发送至中金，则发送至：

地址：香港中环港景街 1 号国际金融中心第一期 29 楼,  
电邮：ib\_proj\_nova@cicc.com.cn  
传真：+852 2872 2101  
收件人：Project Nova

若发送至中信建投，则发送至：

地址：香港中环康乐广场 8 号交易广场二期 18 楼  
电邮：Project.Nova@csci.hk; Project.Nova.ECM@csci.hk  
传真：+852 2180 9495  
收件人：Nova 项目组

若发送至平安资本，则发送至：

地址：香港中环皇后大道中 99 号中环中心 36 楼 3601, 07& 11-13 室  
电邮：pub\_pacshk\_proj\_nova@pingan.com.cn  
收件人：Horace Chu 朱浩宏

若发送至平安证券（香港），则发送至：

地址：香港中环皇后大道中 99 号中环中心 36 楼 3601, 07 & 11-13 室  
电邮：pub\_pacshk\_proj\_nova\_ecm@pingan.com.cn  
收件人：Mego Cheng 陈美怡



- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

## 10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的联席保荐人及联席整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或联席整体协调人对任何其他联席保荐人或联席整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或联席整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及联席整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或联席整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.3 有明显错误外，本公司及联席整体协调人为本协议目的就投资者股份数目及发售以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、联席整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 本协议仅以中文版本签署。本协议的任何翻译版本仅作参考用途。如本协议的任何翻译版本出现任何歧义、不一致或文义含糊，其文义须以中文版本为准。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
  - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 联席整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，联席整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为各别但非共同承担责任。
- 10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
  - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

- 10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、联席整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

## 11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称“**争议**”）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

## 12 豁免权

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

### **13 法律文书代收人**

- 13.1 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、联席整体协调人及联席保荐人接受的替代法律文书代收人，并在三十（30）天内向本公司、联席整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

### **14 副本**

- 14.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

希迪智驾科技股份有限公司

胡斯博



姓名：胡斯博

职衔：董事兼总经理

[基石投资协议签名页]

为及代表

工银瑞信资产管理（国际）有限公司



姓名: 张春

职衔: C20

[基石投资协议签名页]

代表

中国国际金融香港证券有限公司

楼欣宇

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楼欣宇

董事总经理

代表

中信建投(国际)融资有限公司

A handwritten signature in black ink, appearing to be 'Yang Yang', written over a horizontal line.

杨阳

执行董事



为及代表

中国平安资本（香港）有限公司

A handwritten signature in blue ink, appearing to be 'Chu Ho Wang', is positioned above a horizontal line.

姓名：CHU HO WANG, HORACE

职衔：Managing Director

为及代表

平安证券（香港）有限公司

A handwritten signature in black ink, appearing to be 'MEGO', written over a horizontal line.

姓名: CHENG MEI YEE, MEGO

职衔: Managing Director

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1) 200 万美元元人民币的等值港元（以本公司最终招股章程中“有关本招股章程及全球发售的资料——汇率转换”中所载港币兑人民币汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 10 股 H 股股份）。

各方同意，倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配及回拨”一节所载情况，且同时为了满足公司在新上市申请人指南第 2.5 章第 42 段“特专科技公司在首次公开招股中发售的股份总数（不包括根据行使任何超额配股权而发行的任何股份）中，必须至少有 50%由参与配售部分的独立定价投资者（不论以基础投资者身份与否）认购的要求”，则投资者股份数目可以相应扣减，以满足上述第 42 段的要求以及香港公开发售中经回拨后香港公众的要求。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点：	香港
公司注册证书号码：	1629284
商业登记号码：	58642703-000-07-25-8
主要业务：	(1) 基金募集；(2) 基金销售；(3) 资产管理；(4) 香港证监会许可的其他业务
最终控股股东：	工银瑞信基金管理有限公司
最终控股股东的注册成立地点：	中国北京市西城区金融大街 5 号、甲 5 号 9 层甲 5 号 901
最终控股股东的商业登记号码：	91110000717856308U
最终控股股东的主要活动：	(1) 基金募集；(2) 基金销售；(3) 资产管理；(4) 中国证监会许可的其他业务
股东及持有的权益：	工银瑞信基金管理有限公司持股 100%
待插入招股章程的投资者描述 (受限于联交所进一步意见)：	工银瑞信资产管理(国际)有限公司(「工银瑞信国际」)获香港证券及期货事务监察委员发牌进行第 1 类(证券交易)、第 4 类(就证券提供意见)及第 9 类(资产管理)受规管活动。工银瑞信国际于香港注册成立，并由工银瑞信全资拥有。经工银瑞信国际确认，参与本次基石投资并由工银瑞信国际管理的全权委托账户的最终实益拥有人为一名独立第三方。
相关投资者类别(按规定载入联交所 FINI 承配人名单范本或 FINI 平台就有关配售须披露)	基石投资者 N/A <sup>1</sup>

<sup>1</sup> 包括所有相关的投资者类别：(i) 发行人的现任或前员工；(ii) 发行人的顾客或客户；(iii) 发行人的供应商；(iv) 独立定价投资者(按上市规则第 18C 章所界定)；(v) 酌情管理的投资组合

### 附表 3

#### 专业投资者待遇通知

##### 机构专业投资者和合格法团专业投资者

1. 阁下因是机构专业投资者或被我们评估为合格法团专业投资者而成为专业投资者。
2. “机构专业投资者”是指证券及期货条例附表 1 第 1 部第 1 条所载“专业投资者”定义第(a)至(i)段所述的人士，具体如下：
  - 2.1 任何认可交易所、认可结算所、认可交易所控制人或认可投资者补偿公司，或根据证券及期货条例第 95(2)条获授权提供自动交易服务的任何人士；
  - 2.2 任何中介人或任何其他经营提供投资服务业务并受香港以外任何地方的法律规管的人士；
  - 2.3 任何认可金融机构，或任何非认可金融机构但受香港以外任何地方的法律规管的银行；
  - 2.4 根据《保险业条例》（香港法例第 41 章）授权的任何保险公司，或任何其他经营保险业务并受香港以外任何地方的法律规管的人士；
  - 2.5 任何符合以下条件的计划——
    - 2.5.1 属根据证券及期货条例第 104 条认可的集体投资计划；或者
    - 2.5.2 以相似的方式根据香港以外任何地方的法律成立，且（如受该地方的法律规管）根据该地方的法律获准许营办，  
或营办任何该等计划的人；
  - 2.6 《强制性公积金计划条例》（香港法例第 485 章）第 2(1)条所界定的任何注册计划，或其《强制性公积金计划(一般)规例》(香港第 485 章，附属法例 A 第 2 条)所界定的该等计划的成分基金，或就任何该等计划而言属该条例第 2(1)条界定的核准受托人或服务提供者或属任何该等计划或基金的投资经理的人；

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市规则第 1 章所界定)；(x) 保荐人或紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或 (xii) 非香港证监会认可基金。

2.7 任何符合以下条件的计划——

2.7.1 是《职业退休计划条例》（香港法例第 426 章）第 2(1)条所界定的注册计划；或

2.7.2 属该条例第 2(1)条界定的离岸计划，并(如以某地方为本籍而受该地方的法律规管)根据该地方的法律获准许营办，

或就任何该等计划而言属该条例第 2(1)条界定的管理人的人；

2.8 任何政府（市政府当局除外）、任何履行中央银行职能的机构或任何多边机构；和

2.9 (除为施行证券及期货条例附表 5 外)符合以下说明的法团——

2.9.1 属下述者的全资附属公司 -

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；

2.9.2 属持有下述者的所有已发行股本的控股公司——

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；或

2.9.3 第(ii)项所述控股公司的任何其他全资附属公司。

3. “合格法团专业投资者”是指经我们评估符合《证券及期货事务监察委员会持牌人或注册人行为守则》（“守则”）第 15.3A(b)段标准的信托公司、法团或合伙企业并受《证券及期货（专业投资者）规则》第 3(a)、(c) 及 (d) 条约束，具体如下：

3.1 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信託法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

3.2 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师

或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

- 3.3 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：  
(i) 属于上述第 3.1 段的信托法团； (ii) 单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士；及 (iii) 符合上文第 3.2 段所指的公司或合伙企业。

- 3.4 全资拥有上述第 3.1 段所指的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，我们无需满足守则和其他香港法规的某些要求。虽然我们实际上可能会在向您提供服务时执行以下部分或全部操作，我们没有这样做的监管责任。

- 4.1 客户协议

我们无需就向阁下提供的服务签订符合守则的书面协议。

- 4.2 风险披露

守则并未要求我们就与阁下进行的任何交易所涉及的风险向您提供书面风险警告，或提请阁下注意这些风险。

- 4.3 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

- 4.4 提示确认

守则并不要求我们在为阁下完成交易后立即确认交易的基本特征。

- 4.5 客户信息

我们不需要确定阁下的财务状况、投资经验或投资目标，除非我们提供有关企业融资工作的建议。

- 4.6 Nasdaq-Amex 试点计划

如果阁下希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供该计划的文件。

#### 4.7 适用性

我们无需确保推荐或招揽适合阁下的财务状况、投资经验和投资目标。

#### 4.8 投资者特征/销售相关信息的披露

我们不受准则第 5.1A 段有关了解您的客户投资者特征的要求以及第 8.3A 段有关披露销售相关信息的要求的约束。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。
6. 通过签订本协议，阁下向我们声明并保证，阁下对阁下所交易的产品和市场有足够的知识和足够的专业知识，并且了解阁下所交易的产品和市场的交易风险。
7. 通过签订本协议，阁下特此同意并承认您已阅读并理解并向阁下解释了同意被视为专业投资者的后果，并且阁下特此同意被视为专业投资者。
8. 透过订立本协议，阁下特此同意并确认，我们及相关结算代理人不会根据《香港证券及期货（合约票据、账户报表及收据）规则》向阁下提供任何合约票据、账户结单或收据。

#### 除外法团专业投资者和个人专业投资者

1. 阁下凭借作为个人专业投资者或被评估为除外法团专业投资者而成为专业投资者。
2. “个人专业投资者”是指符合《证券及期货（专业投资者）规则》第 3(b) 条规定的一类人士：单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士。
3. “除外法团专业投资者”是指经我们评估不符合准则第 15.3A(b) 段标准且属于第 3(a)、(c) 及(d) 条规定的信托公司、公司或合伙企业如下：
  - (a) 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户



结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信托法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

(b) 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

(c) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：(i) 属于上述 (a) 段的信托公司；(ii) 个人专业投资者；(iii) 符合上述 (b) 段的公司或合伙企业；和

(d) 全资拥有上述 (b) 段所指的公司的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，根据守则和其他香港法规，某些要求可能不适用（或可能被豁免或另行商定）。虽然我们在向阁下提供服务时实际上可能会执行以下部分或全部操作，我们没有这样做的监管责任：

4.1 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

4.2 提示确认

在为阁下完成交易后，我们无需立即与阁下确认交易的基本特征。

4.3 Nasdaq-Amex 试点计划

如果您希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供有关该计划的文件。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。

通过签订本协议，阁下特此同意并承认您已阅读并理解并已被解释同意被视为专业投资者的后果以及退出本 ss 协议中规定的被视为专业投资者的权利，并且阁下特此同意被视为专业投资者。

希迪智驾科技股份有限公司

及

前海开源基金管理有限公司（代表“前海开源群巍 QDII 单一资产管理计划”）

及

中国国际金融香港证券有限公司

及

中信建投（国际）融资有限公司

及

中国平安资本（香港）有限公司

及

平安证券（香港）有限公司

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基石投资协议

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本协议（下文简称「本协议」）乃于 2025 年12月9日订立，

订约方：

- (1) 希迪智驾科技股份有限公司（一家于中国成立的有限公司，其注册办事处地址位于中国湖南省长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋，下文简称「本公司」）；
- (2) 前海开源基金管理有限公司（代表前海开源群巍 QDII 单一资产管理计划）（一家在中国注册成立的公司，注册办事处位于中国广东省深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书公司），下文简称「投资者」）；
- (3) 中国国际金融香港证券有限公司（地址：香港中环港景街 1 号国际金融中心一期 29 楼，下文简称「中金」）；
- (4) 中信建投（国际）融资有限公司（地址：香港中环康乐广场 8 号交易广场二期 18 楼，下文简称「中信建投」）；
- (5) 中国平安资本（香港）有限公司（地址：香港中环皇后大道中 99 号中环中心 36 楼 3601、07 及 11-13 室，下文简称「平安资本」）（中金、中信建投及平安资本统称为“联席保荐人”或各自称为“联席保荐人”）；
- (6) 平安证券（香港）有限公司（地址：香港中环皇后大道中 99 号中环中心 36 楼 3601、07 及 11-13 室，下文简称「平安证券（香港）」）（中金、中信建投及平安证券（香港），下文统称为「整体协调人」或各自称为「整体协调人」）。

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股股份（定义见下文）在香港联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过公开发售以供香港公众认购按照招股章程所述数量之 H 股股份（按照招股章程所述可予重新分配）（定义见下文）（“**香港公开发售**”）及
  - (ii) 本公司根据证券法 S 规例在美国境外向投资者（包括向香港的专业及机构投资者进行配售）有条件配售本公司发售的按照招股章程所述数量之 H 股股份（取决于招股章程所述可予重新分配及视乎超额配股权行使与否而定）（“**国际发售**”）。
- (B) 中金、中信建投及平安资本担任全球发售的联席保荐人。

- (C) 中金、中信建投及平安证券（香港）担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

## 1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，除非文意另有所指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**投资总额**」指发售价乘以根据本协议下投资者购买的投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据《费用规则》（定义见上市规则）第 7(1)段的规定按投资总额 1.0%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六、周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」具有中国证监会备案规则赋予该词的涵义，并须据此解释；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

「**延迟交割日**」指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接；

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或设置任何产权负担或同意设置任何产权负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份或其任何利益的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

「**FINI**」具有《上市规则》所赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会(包括但不限于香港证监会与中国证监会)、理事会、实体、机关或机构或任何证券交易所(包括但不限于联交所)、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其于相关时间的附属公司；

「**新上市申请人指南**」指联交所发布的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**H股股份**」指本公司股本中每股面值为人民币 1.00 元的普通股，此类股份将以港元交易，并拟将在香港联交所上市；

「**受弥偿方**」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所给予的涵义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、意见、公告、通知、命令、判决、法令或裁决；

「**征费**」指香港证监会的 0.0027%交易征费（或于上市日期收取的现行交易征费），联交所的 0.00565%交易费（或者于上市日期收取的现行交易征费）以及会财局的 0.00015%交易征费（或者于上市日期收取的现行交易征费），在每种情况下，均按投资总额计算；

「上市日」指 H 股股份在联交所主板的初始上市日期；

「上市规则」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引及其他要求，经不时修订、补充或另行修改；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指 H 股股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征费）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「初步发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「专业投资者」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「招股章程」指本公司就香港公开发售在香港发布的最终招股章程；

「公开文件」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「合格境内机构投资者」指根据中国法律成立的合格境内机构投资者；

「S 规例」指不时修正、补充或以其他方式修改之 1933 年美国证券法项下的 S 规例；

「监管机构」具有第 6.2(i)条赋予的含义；

「相关股份」指投资者根据本协议通过合格境内机构投资者认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「证券法」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「香港证监会」指香港证券及期货事务监察委员会；



「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对「**条款**」、「**子条款**」或「**附表**」的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例或法例条文的提述应包括：
  - (i) 对该等法例或法例条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
  - (ii) 对该等法例或法例条文重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
  - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

- (i) 对「**包括**」的提述应解释为包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

## 2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 投资者将在国际发售下并作为国际发售的一部分通过合格境内机构投资者按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者及/或合格境内机构投资者分配及/或交付（视情况而定）投资者股份，通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付及/或促使合格境内机构投资者支付投资总额及相关经纪费及证费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司、整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、

整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人可根据第 4.3 条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 本公司及整体协调人（代表彼等自身以及全球发售的其他包销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。尽管有前述约定，若投资者有合理理由认为该等厘定存在计算或事实录入等方面的错误，应在收到该等厘定通知后一个营业日内书面提出，各方应善意协商解决。

### 3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同予以豁免方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令； 及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认在所有方面均准确、真实及不具误导性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件

不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同予以豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快在商业上可行的情况下及在任何情况下不晚于本协议终止日期起计 30 天免息退还投资者，本协议将终止且不具任何效力，而本公司、整体协调人及/或联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

- 3.3 投资者承认，无法保证全球发售将完成或不被延迟或终止或发售价格将在公开文件里所披露的指定范围之内，若全球发售因被延迟或终止、不继续进行或任何原因未能于所述的日期及时间完成或根本无法完成，或发售价格将在公开文件里所披露的指定范围之内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因被延迟或终止、不继续进行或未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性发售价范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的联属人士，其各自的联属人士的高级职员、董事、监事、员工、成员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

#### 4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将通过合格境内机构投资者根据国际发售，通过整体协调人（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。
- 4.2 投资者及/或投资者将促使合格境内机构投资者应于上市日上午 8 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一（1）个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征费。
- 4.3 倘若整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i)于不晚于上市日前两（2）个营业日的时间书面通知投资者及合格境内机构投资者将延迟交

割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两（2）个营业日的时间书面通知投资者及合格境内机构投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后三（3）个营业日。即使投资者股份将于延迟交割日交付投资者及/或合格境内机构投资者，投资者及/或投资者将促使合格境内机构投资者仍需根据第 4.2 条的规定为投资者股份付款。

- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者及/或合格境内机构投资者（视情况而定）在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于二（2）个营业日由投资者或合格境内机构投资者通知整体协调人指定的中央结算系统投资者及/或合格境内机构投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.5 在无损害第 4.3 条规定的前提下，投资者股份的交割及支付亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割及支付时间应不晚于超额配售权可被行使的最后一天后的三（3）个营业日。
- 4.6 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损害本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能（或未能促使合格境内机构投资者）根据第 6.5 条全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 如本公司、整体协调人、联席保荐人及投资者因超出本公司、整体协调人或联席保荐人（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）、爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、电脑故障或任何货币传输系统的故障、禁运、任何无法预见的现有或未来的与发行人行业直接相关法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任并有权中止或终止本协议。

- 4.8 倘上市规则第 8.08(1) 条及第 8.08(3) 条有关公众持股的要求未能于上市日或之后满足，则本公司及整体协调人有权全权酌情调整投资者将购买的投资者股份数目的分配，以满足上市规则第 8.08(1) 条及第 8.08(3) 条的规定。

## 5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺：

- (a) 未经本公司、整体协调人及联席保荐人事先书面同意，（1）在自上市日期起（包括上市日期）六（6）个月期间（下文简称「**禁售期**」）的任何时间内，投资者不会（不论直接或间接），且不会使其联属人士(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券），或同意、订立协议或公开宣布该等交易的意图；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易；或(iv) 同意、订立或公开宣布任何意图，进行上述(i)、(ii) 和 (iii) 中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为相关股份、可行使或可交换为相关股份的其他证券来结算；（2）若在禁售期后的任何时间处置任何相关股份（或达成处置任何相关股份协议或合同、或宣布处置任何相关股份的意向），投资者将在拟议处置之前书面通知本公司、整体协调人及联席保荐人，并确保该等处置符合所有使用的法律。
- (b) 如果在禁售期后的任何时间出售任何相关股份，投资者应尽最大努力确保任何该等处置不会造成 H 股股份市场混乱或虚假，并将遵守所有适用法律。

- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五（5）个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) 在该转让之前，该全资附属公司作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本协议第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
  - (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
  - (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
  - (e) 若在禁售期届满之前，该全资附属公司不再或将为不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括但不限于本协议第 5 条对投资者施加的限制），并作出本协议下相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身须受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
  - (f) 该全资附属公司是 (i) 并且将来不会成为美国人士；(ii) 目前并且将来位于美国境外；及(iii) 按照 S 规例通过境外交易获得相关股份。
- 5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其/彼等各自联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会于上市日起十二（12）个月内成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人于本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。
- 5.4 投资者同意，投资者代表其所管理的“前海开源群巍 QDII 单一资产管理计划”持有本公司的股本，应本公司、整体协调人及/或联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者

乃基于投资目的持有本公司的股本。投资者不得，且应促使其的控股股东、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购股份（投资者股份除外）或在香港公开发售中申请股份。

- 5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理没有签订而不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括新上市申请人指南第4.15章）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据上市规则或 FINI 要求向联交所提交的与投资者相关的信息将与本公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向整体协调人披露；
- (d) 发售价将仅由本公司与整体协调人（为彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者（通过合格境内机构投资者）通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；



- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、上市规则第 18C.09 条及新上市申请人指南第 4.14 章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区，发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 其明白及同意，转让投资者股份仅可根据 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，并且在每种情况下，应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (m) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商均未作出关于第 144 条规例或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由投资者全资附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (o) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
  - (i) 不得向任何人士披露该等信息，惟为评估投资于投资

者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理、合伙人及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错不再构成以上所述证券及期货条例界定的非公开信息及/或内幕消息；（ii）应以其最大努力确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及（iii）不得并应确保其（已获根据第 6.1(o)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

- (p) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
  - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
  - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (q) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

- (r) 其承认本公司、整体协调人、联席保荐人或其各自联属人士或代表其或彼等行事的任何人士均未亦不会就H股股份作出任何定向销售（定义见S规例）；
- (s) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (t) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (u) 整体协调人、联席保荐人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景或状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (v) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

- (w) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司、整体协调人、联席保荐人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；
  - (x) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人及联席保荐人、全球发售的承销商及其各自的子公司、联系人、董事、高级职员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的各方概未作出关于投资者股份将存在公开市场的保证；
  - (y) 若全球发售因任何原因被延迟或终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
  - (z) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的H股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的H股股份数目的绝对酌情权；以及(iii)其他经联交所批准并符合适用法律规定的发售股份数量、价格区间及最终发售价格的调整及重新分配；
  - (aa) 投资者已同意，投资总额及相关经纪费及征费的付款应于上市日上午8时正（香港时间）或之前或根据第4.5条议定的其他日期作出；
  - (bb) 除了本协议外，投资者与公司、公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售有关的其他协议；
  - (cc) 任何股份交易均须遵守适用法律，包括《证券及期货条例》、《上市规则》、《证券法》及任何有管辖权的证券交易所的任何其他适用法律对股份交易的限制；
- 6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：
- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；

- (b) 其有资格接收和使用本协议下的信息（包括但不限于本协议、招股书草稿和初步发行通函草稿），且不会违反适用于该投资者的所有法律，也不需要该投资者在其所在司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权（第 3.1 条规定的条件除外）；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力而未被无效、撤回或撤销，而该等批准并无任何尚未满足或履行的先决条件。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者签署及交付本协议、履行本协议及投资者通过合格境内机构投资者认购投资者股份不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者通过合格境内机构投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经遵守及将遵守有关通过合格境内机构投资者认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供信息（包括但不限于：(i)投

投资者及其最终实益拥有人及 / 或最终负责发出有关通过合格境内机构投资者认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和注册成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份通过合格境内机构投资者的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人各自及其各自联属人士、董事、监事、高级人员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和 / 或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，除了通过合格境内机构投资者认购投资者股份而建立的客户关系外，其并非整体协调人或联席保荐人的客户，且其已阅读并理解本协议附表 3 所载的《专业投资者待遇通知》（“**专业投资者待遇通知**”），并承认并同意专业投资者待遇通知里关于根据本协议购买投资者股份的内容（包括任何陈述、弃权 and 同意。尽管本协议另有相反规定，上述与合格境内机构投资者之间建立的客户关系不应被视为违反本协议。就本条款而言，专业投资者待遇通知中的“我们”是指公司、联席保荐人及其各自的联属人士，“您”是指投资者，“我们的”和“您的”应作相应解释；
- (l) 其作为管理人代表其所管理的“前海开源群巍 QDII 单一资产管理计划”，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 若通过合格境内机构投资者于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中通过合格境内机构投资者认购投资者股份；

- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者通过合格境内机构投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港公司收购及合并守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见上市规则）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、联席保荐人和整体协调人；
- (p) 投资者将提供香港中央结算公司的 FINI 系统向联交所及香港中央结算公司所需信息，并确保投资者提供的所有该等信息在所有重大方面均为真实、完整和准确的，且该等信息将与公司、联交所、证监会及其他监管机构共享，并将被纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (q) 投资者将使用其所管理的“前海开源群巍 QDII 单一资产管理计划”受托资金认购投资者股份，且其尚未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (r) 投资者、其实益拥有人及/或联系人，以及（如有）投资者通过合格境内机构投资者及/或其联系人为其账户认购投资者股份的人士并非全球发售的任何整体协调人、联席全球协调人、联席保荐人、账簿管理人、牵头经办人、包销商、牵头经纪人或任何分销商的「关连客户」。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (s) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（股本证券的配售指引）赋予的含义；
- (t) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人，除非获得联交所的豁免或同意；

- (u) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(b)上市规则（包括上市规则第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 通过合格境内机构投资者认购投资者股份将遵循上市规则附录 F1（股本证券的配售指引）及新上市申请人指南第 4.15 章的条文；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司附属公司、本公司任何关连人士、任何整体协调人、任何联席保荐人或全球发售的任何包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；
- (y) 投资者及/或其紧密联系人（具有《上市规则》所定义）在本公司已发行股本总额中的合计（直接及间接）持股量，不得导致公众人士（具有《上市规则》所定义）持有的本公司证券总额低于《上市规则》所规定或联交所另行批准的百分比；
- (z) 投资者或其联属人士、董事、高级职员、雇员或代理一方与本公司、其最大的单一股东团体或本集团任何成员公司或其各自的联属人士、董事、高级职员、雇员或代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括新上市申请人指南第 4.15 章的条文）的附函；
- (aa) 除根据本协议外，投资者或其任何联系人均未通过簿记建档申请或订立全球发售下任何股份的订单；
- (bb) 投资者符合上市规则第 18C.08 条及新上市申请人指南第 2.5 章的条文对独立定价投资者的要求；
- (cc) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (dd) 除非事先以书面形式向本公司、联席保荐人和整体协调人披露，否则投资者、其实益拥有人和 / 或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品；及



(cc) 除根据本协议之外，投资者或其任何联系人均未申请或订购或将通过簿记程序申请或订购全球发售的任何股份；

- 6.3 投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和 / 或本公司、联席保荐人及整体协调人及其各自联属人士的要求提供和 / 被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及/或联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及代表本公司、整体协调人及/或联席保荐人就全球发售可能发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人及全球发售的包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或其/彼等各自的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害，除非该损失因受弥偿方重大过失、欺诈、故意不当行为情形而完全

且直接导致。投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日及（如适用）延迟交割日重复。

**6.6 本公司声明、保证及承诺：**

- (a) 其已根据中国法律妥为注册成立及有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 本协议经本公司正式授权、签署和交付；
- (d) 本公司将遵守本协议有关的所有相关法律和法规；
- (e) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (f) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者、或其/联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括新上市申请人指南第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (g) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

**6.7 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。**

**7 终止**

**7.1 本协议可在以下情况下终止：**

- (a) 根据第 3.2，4.6 或 4.7 条终止；
- (b) 若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）在国际发售完成日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的声明、

保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟第 6.5 条载列的弥偿义务及下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

7.3 为避免疑义，投资者在本协议中提供的弥偿条款在本协议终止后仍然有效。

## 8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会与中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 除本协议另行约定的情况外，投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所、香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

## 9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	长沙市岳麓区学士路 336 号湖南省检验检测特色产业园内 A3、A4 栋
电邮：	li.cl@cidi.ai ;ma.ting@cidi.ai
传真：	+86 89932706
收件人：	麻婷

若发送至投资者，则发送至：

地址：	中国广东省深圳市福田区深南大道 7006 号万科富春东方大厦 12 楼
电邮：	<a href="mailto:weiqianxiang@qhkyfund.com">weiqianxiang@qhkyfund.com</a> <a href="mailto:quanf981@qhkyfund.com">quanf981@qhkyfund.com</a>
传真：	0755-83180622
收件人：	魏千翔/权菲

若发送至中金，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 29 楼
电邮：	<a href="mailto:ecm_proj_nova@cicc.com.cn">ecm_proj_nova@cicc.com.cn</a>
电话：	+86 13910168807
收件人：	崔晔

若发送至中信建投，则发送至：

地址：	香港中环交易广场第二座 18 楼
电邮：	Project.NOVA.ECM@csci.hk
传真：	852 2180 9495
收件人：	诺亚项目组/张中亮

若发送至平安资本或平安证券（香港），则发送至：

地址：	香港中环皇后大道中 99 号中环中心 36 楼 3601 室
电邮：	PUB_PACSHK_NOVA_ECM@pingan.com.cn
电话：	852 3762 9661
收件人：	陈美怡

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

## 10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的联席保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。联席保荐人或整体协调人对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，各联席保荐人及整体协调人应在适用法律允许的范围内有权单独或与任何其他联席保荐人或整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售以善意作出的计算及厘定应为最终及具约束力的决定。

- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。
- 10.6 本协议将仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.11(a)分条所述人士同意。
- 10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协

议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的文件及行动。

## 11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

## **12 豁免权**

- 12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

## **13 法律文书代收人**

- 13.1 投资者不可撤销地委任黄斌（地址为香港九龙尖沙咀广东道 25 号海港城港威大厦二座 34 楼 3402-07 室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

## **14 副本**

- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

**兹见证**，各方已由其妥为获授权的签字人于文首所示日期签署本协议。



为及代表

希迪智驾科技股份有限公司

胡斯博




姓名：胡斯博

职衔：董事兼总经理

[基石投资协议签名页]

为及代表

前海开源基金管理有限公司（代表“前海开源群巍 QDII 单一资产管理计划”）

  
\_\_\_\_\_  
姓名：黄文  
职衔：总监

[基石投资协议签名页]

代表

中国国际金融香港证券有限公司

楼欣宇

---

楼欣宇

董事总经理

代表

中信建投(国际)融资有限公司

A handwritten signature in black ink, appearing to be 'Yang Yang', written over a horizontal line.

杨阳

执行董事

为及代表

中国平安资本（香港）有限公司

A handwritten signature in blue ink, appearing to read 'Chu Ho Wang', is positioned above a horizontal line.

姓名：CHU HO WANG, HORACE

职衔：Managing Director

为及代表

平安证券（香港）有限公司

A handwritten signature in black ink, appearing to be 'MEGO', is written over a horizontal line. The signature is stylized and cursive.

姓名: CHENG MEI YEE, MEGO

职衔: Managing Director

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)2000 万港元（（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 10 股 H 股股份）。

各方同意，倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配及回拨”一节所载情况，且同时为了满足公司在新上市申请人指南第 2.5 章第 42 段“特专科技公司在首次公开招股中发售的股份总数（不包括根据行使任何超额配股权而发行的任何股份）中，必须至少有 50%由参与配售部分的独立定价投资者（不论以基础投资者身份与否）认购的要求”，则投资者股份数目可以相应扣减，以满足上述第 42 段的要求以及香港公开发售中经回拨后香港公众的要求。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点:	中国广东省深圳市前海深港合作区前湾一路 1 号 A 栋 201 室（入驻深圳市前海商务秘书公司）
公司注册号码/公司注册证书号码（如适用）:	不适用
商业登记号码:	914403000614447214
法人机构识别编码:	914403000614447214
主要活动:	公开募集证券投资基金管理、基金销售、特定客户资产管理
最终控股股东:	不适用
最终控股股东的注册成立地点:	不适用
最终控股股东的商业登记号码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	开源证券股份有限公司持有 25%； 北京市中盛金期投资管理有限公司持有 25%； 北京长和世纪资产管理有限公司持有 25%； 深圳市和合投信投资合伙企业（有限合伙）持有 25%。
待插入招股章程的投资者描述:	前海开源群巍 QDII 单一资产管理计划（“前海开源群巍”）为一项特定资产管理计划，其唯一投资者为上海崇山投资有限公司，后者由江苏联发纺织股份有限公司（一家于深圳证券交易所上市的



公司（股票代码：002394.SZ））全资拥有。

前海开源群巍将通过中国的合资格境内机构投资者计划完成对本公司的投资，为此已委聘前海开源基金管理有限公司（“前海开源基金”）。前海开源基金于2012年12月27日获中国证监会批准，并于2013年1月23日在深圳前海注册。前海开源基金的业务范围包括：公开募集证券投资基金管理、基金销售、特定客户资产管理及中国证监会许可的其他业务。

前海开源基金由开源证券股份有限公司、北京市中盛金期投资管理有限公司、北京长和世纪资产管理有限公司及深圳市和合投信投资合伙企业（有限合伙）（“深圳和合”）分别持有25%、25%、25%及25%。开源证券股份有限公司为陕西煤业化工集团有限责任公司附属公司，而后者由陕西省人民政府国有资产监督管理委员会全资拥有。北京长和世纪资产管理有限公司为北京惠利达仁信息咨询有限公司的附属公司，后者为一家由独立第三方李培新控制的公司。北京市中盛金期投资管理有限公司由独立第三方王海山控制。深圳和合为一家于中国成立的有限合伙企业。深圳和合的股权由5名普通合伙人及39名有限合伙人拥有，彼等各自持有其不足三分之一的股权。

相关投资者类别（按规定载入联交所	基石投资者
FINI 承配人名单范本或 FINI 平台就有	独立定价投资者 <sup>1</sup>
关配售须披露	

<sup>1</sup> 包括所有相关的投资者类别：(i) 发行人的现任或前任员工；(ii) 发行人的顾客或客户；(iii) 发行人的供应商；(iv) 独立定价投资者（按上市规则第 18C 章所界定）；(v) 酌情管理的投资组合（按上市规则附录 F 所界定）；(vi) 酌情信托；(vii) 中国政府机构（按上市规则附录 6 所界定）；(viii) 关连客户（按上市规则附录 F 所界定）；(ix) 现有股东、董事或紧密联系人（按上

### 附表 3

#### 专业投资者待遇通知

##### 机构专业投资者和合格法团专业投资者

1. 阁下因是机构专业投资者或被我们评估为合格法团专业投资者而成为专业投资者。
2. “机构专业投资者”是指证券及期货条例附表 1 第 1 部第 1 条所载“专业投资者”定义第(a)至(i)段所述的人士，具体如下：
  - 2.1 任何认可交易所、认可结算所、认可交易所控制人或认可投资者补偿公司，或根据证券及期货条例第 95(2)条获授权提供自动交易服务的任何人士；
  - 2.2 任何中介人或任何其他经营提供投资服务业务并受香港以外任何地方的法律规管的人士；
  - 2.3 任何认可金融机构，或任何非认可金融机构但受香港以外任何地方的法律规管的银行；
  - 2.4 根据《保险业条例》（香港法例第 41 章）授权的任何保险公司，或任何其他经营保险业务并受香港以外任何地方的法律规管的人士；
  - 2.5 任何符合以下条件的计划——
    - 2.5.1 属根据证券及期货条例第 104 条认可的集体投资计划；或者
    - 2.5.2 以相似的方式根据香港以外任何地方的法律成立，且（如受该地方的法律规管）根据该地方的法律获准许营办，  
或营办任何该等计划的人；
  - 2.6 《强制性公积金计划条例》（香港法例第 485 章）第 2(1)条所界定的任何注册计划，或其《强制性公积金计划(一般)规例》(香港第 485 章，附属法例 A 第 2 条)所界定的该等计划的成分基金，或就任何该等计划而言属该条例第 2(1)条界定的核准受托人或服务提供者或属任何该等计划或基金的投资经理的人；

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市规则第 1 章所界定)；(x) 保荐人或紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或 (xii) 非香港证监会认可基金。

2.7 任何符合以下条件的计划 ——

2.7.1 是《职业退休计划条例》（香港法例第 426 章）第 2(1)条所界定的注册计划；或

2.7.2 属该条例第 2(1)条界定的离岸计划，并(如以某地方为本籍而受该地方的法律规管)根据该地方的法律获准许营办，

或就任何该等计划而言属该条例第 2(1)条界定的管理人的人；

2.8 任何政府（市政府当局除外）、任何履行中央银行职能的机构或任何多边机构；和

2.9 (除为施行证券及期货条例附表 5 外)符合以下说明的法团 ——

2.9.1 属下述者的全资附属公司 -

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；

2.9.2 属持有下述者的所有已发行股本的控股公司——

(a) 中介人，或经营提供投资服务的业务并受香港以外地方的法律规管的其他人；或

(b) 认可财务机构，或并非认可财务机构但受香港以外地方的法律规管的银行；或

2.9.3 第(ii)项所述控股公司的任何其他全资附属公司。

3. 「合格法团专业投资者」是指经我们评估符合《证券及期货事务监察委员会持牌人或注册人行为守则》（“守则”）第 15.3A(b)段标准的信托公司、法团或合伙企业并受《证券及期货（专业投资者）规则》第 3(a)、(c) 及 (d) 条约束，具体如下：

3.1 担任一项或多于一项信託的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信託法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

- 3.2 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；
- 3.3 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：  
(i) 属于上述第 3.1 段的信托法团； (ii) 单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士；及 (iii) 符合上文第 3.2 段所指的公司或合伙企业。
- 3.4 全资拥有上述第 3.1 段所指的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，我们无需满足守则和其他香港法规的某些要求。虽然我们实际上可能会在向您提供服务时执行以下部分或全部操作，我们没有这样做的监管责任。

4.1 客户协议

我们无需就向阁下提供的服务签订符合守则的书面协议。

4.2 风险披露

守则并未要求我们就与阁下进行的任何交易所涉及的风险向您提供书面风险警告，或提请阁下注意这些风险。

4.3 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

4.4 提示确认

守则并不要求我们在为阁下完成交易后立即确认交易的基本特征。

4.5 客户信息

我们不需要确定阁下的财务状况、投资经验或投资目标，除非我们提供有关企业融资工作的建议。

#### 4.6 Nasdaq-Amex 试点计划

如果阁下希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供该计划的文件。

#### 4.7 适用性

我们无需确保推荐或招揽适合阁下的财务状况、投资经验和投资目标。

#### 4.8 投资者特征/销售相关信息的披露

我们不受准则第 5.1A 段有关了解您的客户投资者特征的要求以及第 8.3A 段有关披露销售相关信息的要求的约束。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。
6. 通过签订本协议，阁下向我们声明并保证，阁下对阁下所交易的产品和市场有足够的知识和足够的专业知识，并且了解阁下所交易的产品和市场的交易风险。
7. 通过签订本协议，阁下特此同意并承认您已阅读并理解并向阁下解释了同意被视为专业投资者的后果，并且阁下特此同意被视为专业投资者。
8. 透过订立本协议，阁下特此同意并确认，我们及相关结算代理人不会根据《香港证券及期货（合约票据、账户报表及收据）规则》向阁下提供任何合约票据、账户结单或收据。

#### 除外法团专业投资者和个人专业投资者

1. 阁下凭借作为个人专业投资者或被评估为除外法团专业投资者而成为专业投资者。
2. “个人专业投资者”是指符合《证券及期货（专业投资者）规则》第 3(b) 条规定的一类人士：单独或联同其有联系者联名账户、与非联系者联名账户或通过主要业务为控股投资的全资法团，在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）的高净值人士。

3. “除外法团专业投资者”是指经我们评估不符合准则第 15.3A(b) 段标准且属于第 3(a)、(c) 及(d) 条规定的信托公司、公司或合伙企业如下：

(a) 担任一项或多于一项信托的信託法团，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案，该等信托法团获託付的总资产不少于 40,000,000 港元（或等值金额）；

(b) 高净值企业或合伙企业，而在最近 16 个月内拟备的最近期的经审计财务报表，或在过去 12 个月内发出或呈交的由保管人发出的帐户结单、由核数师或会计师发出的证明书，或由或代表该企业呈交的公开档案，拥有投资组合不少于 8,000,000 港元（或等值金额）或总资产不少于 40,000,000 港元（或等值金额）；

(c) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有的公司：(i) 属于上述 (a) 段的信托公司；(ii) 个人专业投资者；(iii) 符合上述 (b) 段的公司或合伙企业；和

(d) 全资拥有上述 (b) 段所指的公司的公司。

根据您提供给我们的信息，我们将您归类为专业投资者。如果任何此类信息不再真实和准确，您将立即通知我们。

4. 由于阁下被归类为专业投资者，根据守则和其他香港法规，某些要求可能不适用（或可能被豁免或另行商定）。虽然我们在向阁下提供服务时实际上可能会执行以下部分或全部操作，我们没有这样做的监管责任：

#### 4.1 关于我们的信息

我们不需要向阁下提供有关我们业务的信息，或者阁下将与之联系的员工和代表我们行事的其他人的身份和状态。

#### 4.2 提示确认

在为阁下完成交易后，我们无需立即与阁下确认交易的基本特征。

#### 4.3 Nasdaq-Amex 试点计划

如果您希望通过联交所交易根据 Nasdaq-Amex 试点计划获准在联交所交易的证券，我们无需向阁下提供有关该计划的文件。

5. 阁下有权随时向我们发出书面通知，取消所有或任何投资产品或市场的专业投资者待遇。

通过签订本协议，阁下特此同意并承认您已阅读并理解并已被解释同意被视为专业投资者的后果以及退出本协议中规定的被视为专业投资者的权利，并且阁下特此同意被视为专业投资者。

**December 10, 2025**

**CIDI INC. (希迪智駕科技股份有限公司)**

**PROF. LI ZEXIANG (李澤湘教授)**

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES  
LIMITED**

**CHINA SECURITIES (INTERNATIONAL) CORPORATE FINANCE COMPANY  
LIMITED**

**PING AN OF CHINA CAPITAL (HONG KONG) COMPANY LIMITED**

**PING AN SECURITIES (HONG KONG) COMPANY LIMITED**

**and**

**THE HONG KONG UNDERWRITERS  
(named in Schedule 1)**

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**HONG KONG UNDERWRITING AGREEMENT  
relating to the Hong Kong Public Offering of 270,400 H  
Shares of par value of RMB 1.00 each in  
CIDI INC.**

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**THIS AGREEMENT** is made on December 10, 2025

**BETWEEN:**

- (1) **CIDI INC. (希迪智駕科技股份有限公司)**, a limited company incorporated under the laws of the PRC and converted into a joint stock company with limited liability whose registered address is at Building A3 and A4, Hunan Provincial Inspection and Testing Characteristic Industrial Park, No. 336 Xueshi Road, Yuelu District, Changsha, Hunan Province, PRC (the “**Company**”);
- (2) **PROF. LI ZEXIANG (李澤湘教授)**, a PRC citizen with ID number of P201443(6) and whose address is at Room 801, Building 3, No. 11 University Road, Songshan Lake, Dongguan, Guangdong Province, PRC (“**Prof. Li**”);  
  
(Prof. Li being the “**Controlling Shareholder**”);
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (4) **CHINA SECURITIES (INTERNATIONAL) CORPORATE FINANCE COMPANY LIMITED** of 18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong (“**CSCI**”);
- (5) **PING AN OF CHINA CAPITAL (HONG KONG) COMPANY LIMITED** of Units 3601, 07 & 11-13, 36/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Ping An**”);
- (6) **PING AN SECURITIES (HONG KONG) COMPANY LIMITED** of Units 3601, 07 & 11-13, 36/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Ping An Securities**”); and
- (7) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

**RECITALS:**

- (A) The Company is a limited company incorporated under the laws of the PRC on October 16, 2017 and converted into a joint stock company with limited liability on July 2, 2024, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on October 17, 2024. As of the date hereof, the Company has a registered share capital of RMB38,381,330, divided into 38,381,330 shares, with par value of RMB1.00 each.
- (B) As at the date of this Agreement, the Controlling Shareholder is entitled to exercise approximately 43.64% of the voting rights in the Company.
- (C) The Company is proposing to obtain a listing for its H Shares on the Stock Exchange by way of a Global Offering comprising:
  - (i) Hong Kong Public Offering (as defined herein), comprising an offer for subscription of the Hong Kong Offer Shares, in respect of which this Agreement is being entered into; and
  - (ii) International Offering (as defined herein), comprising an offer for subscription of the International Offer Shares to be issued by the Company.
- (D) CICC, CSCI and Ping An have been appointed as the Joint Sponsors. CICC and CSCI have been appointed as the Sponsor-OCs. CICC, CSCI, Ping An and Ping An Securities have been

appointed as the Overall Coordinators and Joint Global Coordinators in connection with the Global Offering.

- (E) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the H 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (H) The Company has appointed Tricor Investor Services Limited to act as the H Share Registrar.
- (I) The Company has appointed Bank of Communications Co., Ltd. Hong Kong Branch (“**BOCOM**”) as the main Receiving Bank and China CITIC Bank International Limited (“**CNCBI**”) as the Sub-Receiving Bank for the Hong Kong Public Offering; Bank of Communications (Nominee) Company Limited as the Main Nominee and The Ka Wah Bank (Nominees) Limited as the Sub-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 October 29, 2025, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.
- (K) The Company, the Controlling Shareholder, the Overall Coordinators 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 811,190 additional H Shares, representing not more than 15% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.
- (M) Pursuant to the written resolutions passed by the Board on December 1, 2025, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and Dr. HU Sibao 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 December 16, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

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

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

**“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 Hong Kong Prospectus, which is currently expected to be December 18, 2025;

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

**“Application Proof”** means the application proofs of the Hong Kong Prospectus posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on November 7, 2024, May 8, 2025 and November 11, 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 United States;

**“Articles of Association”** means the articles of association of the Company conditionally adopted on December 1, 2025, which will become effective on the Listing Date, 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;

**“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, CSCI, Ping An Securities, ABCI Capital Limited, ABCI Securities Company Limited, Funde Securities Limited, Guosen Securities (HK) Brokerage Company, Limited, ICBC International Securities Limited, China Everbright Securities (HK) Limited, Winbull Securities International (Hong Kong) Limited, Livermore Holdings Limited, Shenwan Hongyuan Securities (H.K.) Limited, 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 HK & US Counsel”** means Clifford Chance, being the Company’s legal advisers as to Hong Kong laws and US laws, of 27/F, Jardine House, One Connaught Place, Central, Hong Kong;

**“Company’s PRC Counsel”** means Zhong Lun Law Firm, being the Company’s legal advisers as to PRC laws, of Floor 57/58/59, Building A, Ping An Financial Center, No. 5033 Yitian Road, Futian District, Shenzhen, Guangdong Province, PRC;

**“Company’s Counsel as to U.S. Export Control and International Sanctions Laws”** means Pillsbury Winthrop Shaw Pittman LLP, being the Company’s legal advisers as to U.S. export control and international sanctions laws, of 1200 Seventeenth Street, NW, Washington, DC 20036, The United States;

**“Compliance Adviser”** means Gram Capital Limited;

**“Compliance Adviser Agreement”** means the agreement entered into between the Company and the Compliance Adviser on December 4, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

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

**“Conditions Precedent Documents”** means the documents listed in Parts A and B of Schedule 3;

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

**“Contracts (Rights of Third Parties) Ordinance”** means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Controlling Shareholder(s)”** has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual(s) and /or entities as referred to in the Prospectus;

**“Cornerstone Investment Agreements”** means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

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

**“CSRC Archive Rules”** means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from 31 March 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 November 12, 2024, May 14, 2025 and October 24, 2025, pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

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

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

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

**“Directors”** means the directors of the Company whose names are set out in the section headed “Directors and Senior Management” in the Hong Kong 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 December 5, 2025 and entered into between the Company and HKSCC;

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

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

**“Group”** means the Company and its Subsidiaries from time to time;

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

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

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

**“HK eIPO White Form Service”** means the facility offered by the Company through the HK eIPO White Form 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 Hong Kong Prospectus; and

**“HK eIPO White Form Service Provider”** means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong.

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

**“Hong Kong Offer Shares”** means the 270,400 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12;

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

**“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 HK eIPO White Form 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 Hong Kong Prospectus and the Formal Notice;

**"Hong Kong Underwriters"** means the underwriters whose names and addresses are set out in Schedule 1;

**"Hong Kong Underwriting Commitment"** means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.6, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

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

**"H Share(s)"** means ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Stock Exchange;

**"H Share Registrar"** means Tricor Investor Services Limited, the H share registrar of the Company and transfer agent for the H Shares;

**"Incentive Fee"** has the meaning ascribed to it in Clause 7.2;

**"Indemnified Parties"** means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, directors, officers, employees, advisers, assignees and agents of each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters;

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

**"Independent Property Valuer"** means AVISTA Valuation Advisory Limited, the independent property valuer for the Company;

**"Industry Consultant"** means China Insights Industry Consultancy Limited, the independent industry consultant for the Company;

**"Intellectual Property"** means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes),



business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

**“Internal Control Consultant”** means Protiviti Limited, the internal control consultant to the Company;

**“International Offer Shares”** means the 5,137,580 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Over-allotment Option;

**“International Offering”** means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price in the United States 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 Controlling Shareholder, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and the International Underwriters on or around December 17, 2025;

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

**“Joint Bookrunners”** means CICC, CSCI, Ping An Securities, ABCI Capital Limited, Funde Securities Limited, Guosen Securities (HK) Brokerage Company, Limited, ICBC International Securities Limited, China Everbright Securities (HK) Limited, Winbull Securities International (Hong Kong) Limited, Livermore Holdings Limited, Shenwan Hongyuan Securities (H.K.) Limited and Tiger Brokers (HK) Global Limited, being the joint bookrunners to the Global Offering;

**“Joint Global Coordinators”** means CICC, CSCI and Ping An Securities, being the joint global coordinators to the Global Offering;

**“Joint Lead Managers”** means CICC, CSCI, Ping An Securities, ABCI Securities Company Limited, Funde Securities Limited, Guosen Securities (HK) Brokerage Company, Limited, ICBC International Securities Limited, China Everbright Securities (HK) Limited, Winbull Securities International (Hong Kong) Limited, Livermore Holdings Limited, Shenwan Hongyuan Securities (H.K.) Limited and Tiger Brokers (HK) Global Limited, being the joint lead managers to the Global Offering;

**“Joint Sponsors”** means CICC, CSCI and Ping An, being the joint sponsors to the Global Offering;

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

**“Legal Advisers”** means Company’s HK & US Counsel, Company’s PRC Counsel, Underwriters’ HK & US Counsel, Underwriters’ PRC Counsel, and Company’s Counsel as to U.S. Export Control and International Sanctions Laws;

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

**“Listing Date”** means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on December 19, 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, the Guide for New Listing Applicants (as amended from time to time), guidelines and other requirements of the Stock Exchange;

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

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

**“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 Hong Kong Offer Shares” in the Prospectus;

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

**“Offer Price”** means the final price of HK\$ 263.00 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;

**“Offer Shares”** means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering, together with, where relevant, the Over-allotment Option Shares;

**“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 Receiving Bank Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements, the FINI Agreement, or any relevant one or more of them as the context requires;

**“Overall Coordinators”** means CICC, CSCI and Ping An Securities, 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 811,190 additional Offer 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 27, 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 December 11, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

**“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 December 11, 2025;

**“Receiving Banks”** means BOCOM and CNCBI, the receiving banks 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 December 8, 2025, entered into between the Company, the Receiving Banks, the Nominees, the Joint Sponsors, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

**“Registrar’s Agreement”** means the agreement dated October 21, 2024 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

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

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

**“Reporting Accountants”** means BDO Limited, Certified Public Accountants;

**“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 ordinary share(s) in the capital of our Company with a nominal value of RMB1.00 each, including both Unlisted Shares and H Shares;

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

**“Sponsor, Sponsor-OC and OC Mandate”** means the engagement letter dated August 16, 2024, in respect of the Global Offering entered into between each of CICC, CSCI and Ping An as a Joint Sponsor, Sponsor-OC and/or OC and the Company;

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

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

**“Subsidiaries”** means the companies named in the Hong Kong Prospectus as subsidiaries of the Company, and **“Subsidiary”** means any one of them;

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

**“Taxation” or “Taxes”** means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, and United States 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 United States 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;

**“Unlisted Share(s)”** means ordinary Share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which is/are not listed or traded on any 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 & US Counsel”** means Latham & Watkins LLP, being the Underwriters’ legal advisers on Hong Kong and US law, of 18<sup>th</sup> Floor, One Exchange Square, 8 Connaught Place, Central, Hong Kong;

**“Underwriters’ PRC Counsel”** means Fangda Partners, being the Underwriters’ legal advisers on PRC law, of 27/F North Tower Beijing Kerry Centre, 1 Guanghai Road Chaoyang District, Beijing, PRC;

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

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

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

**“Verification Notes”** means the verification notes relating to the Hong Kong 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 2;

**“Warrantors”** means the Company and the Controlling Shareholder;

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set 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 H 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 3 and Part B of Schedule 3, 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 Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the 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 Hong Kong Prospectus on the Business Day immediately before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Hong Kong Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;

2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors

and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);

- 2.1.5 the execution and delivery of the International Underwriting Agreement by the parties thereto on or about December 17, 2025 and such agreement(s) 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;
  - 2.1.6 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;
  - 2.1.7 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
  - 2.1.8 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;
  - 2.1.9 all of the waivers or exemptions as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and
  - 2.1.10 all of the Approvals and Filings in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes 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 Hong Kong Underwriters to use its best endeavours 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 Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the 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 30<sup>th</sup> day after the date of the Hong Kong Prospectus 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 CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

2.6 **Reduction of the Offer Price 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 number of Offer Shares below those stated in the Hong Kong Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and on the website of the Company ([www.cidi.ai](http://www.cidi.ai)) notices of the reduction. Upon issue of such a notice, the revised Offer Price and/or number of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Joint Sponsors and 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 Hong Kong 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.

### 3 APPOINTMENTS

3.1 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CSCI and Ping An as the joint sponsors of the Company in relation to its application for Admission, and each of 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, Sponsor-OC and OC Mandate, 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 CSCI as the sponsor-overall

coordinators, and CICC, CSCI and Ping An Securities 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. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of CICC as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. 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, Sponsor-OC and OC Mandate, 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 the Joint Global Coordinators 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 the Joint Bookrunners 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 the Joint Lead Managers 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 the CMIs 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, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 the Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the 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 CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the 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 duties:** 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 of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OCs, in their roles 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 CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the 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 CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, 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 H 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 CMIs, the Joint Bookrunners, the Joint Lead Managers 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 CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantors, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-

OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 CMIs, the Joint Bookrunners, the Joint Lead Managers 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 advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters 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 of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations

under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

**3.14 Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the 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 Hong Kong 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](http://www.hkexnews.hk) and the official website of the Company at [www.cidi.ai](http://www.cidi.ai) on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Hong Kong Prospectus Date, publish the Hong

Kong Prospectus on the official website of the Company at [www.cidi.ai](http://www.cidi.ai) and the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk).

- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its reasonable endeavours to procure (i) each of the Receiving Banks and the Nominees 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 Nominees 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 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the HK eIPO White Form 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 H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the 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 Banks and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the 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 1):

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the 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 2.6, 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 2.6, 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 4.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the 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 Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the 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 the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the 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 December 18, 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as

aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the 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, 4.11.4 and 4.11.4 and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules (including Paragraph 4.2 of Practice Note 18 and 18C.09 of the 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;
- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription represents a subscription of 10 times or more but less than 50 times the number of the Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares will be reallocated to the Hong Kong Public Offering from the International Offering, such that the total number of Offer Shares available under the Hong Kong Public Offering will be 540,800 Offer Shares, representing approximately 10.00% of the Offer Shares initially available under the Global Offering;
- 4.11.3 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription represents a subscription of 50 times or more the number of the Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares will be reallocated to the Hong Kong Public Offering from the International Offering, such that the total number of Offer Shares available under the Hong Kong Public Offering will be 1,081,600 Offer Shares, representing approximately 20.00% of the Offer Shares initially available under the Global Offering; and
- 4.11.4 if (i) the International Offer Shares initially offered under the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed, or (ii) the International Offer Shares initially offered under the International Offering are fully subscribed or over-subscribed and the Over-Subscription represents a subscription of less than 10 times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, 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 540,800 Offer Shares, representing 10.00% of the number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option), in accordance with Chapter 4.14 of the Guide for New Listing Applicants issued by the Stock Exchange.

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.

**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 Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

**4.14 Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

## 5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on December 18, 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Unlisted 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 despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

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 despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the 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 upon written confirmation by the Company, 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 7.1 (Underwriting commission); Clause 7.2 (Incentive fee) and the outstanding sponsor fee under Clause 7.3; 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 Controlling Shareholder 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 within 60 days upon receipt of invoice from the Overall Coordinators, provided that a list of particulars of relevant commissions, fees, costs, charges and expenses have been provided to the Company previously, 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 the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy).

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

## 6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, 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 H 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 Any liability, expenses or loss at the end of the stabilizing period resulting from any stabilizing action shall be shared by the International Underwriters in such manner as determined by the Overall Coordinators, and any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it shall be as determined in the International Underwriting Agreement.
- 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 CMI, the Joint Bookrunners, the Joint Lead Managers, 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 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 3% 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, 4.12 and 4.13, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Offer 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, Sponsor-OC and OC Mandate 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% 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 Company has also agreed to pay CICC, CSCI and/or Ping An Securities an additional 2% incentive fee for any underwriting contribution exceeding the percentage of their initial allocations (i.e. 60% of the Underwriting Commission to CICC; 30% of the Underwriting Commission to CSCI and 10% of the Underwriting Commission to Ping An Securities as per the Sponsor, Sponsor-OC and OC Mandate). 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 December 17, 2025, 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, Sponsor-OC and OC Mandate.
- 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 of the H Shares on the Main

Board of the Stock Exchange 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 HK eIPO White Form Service;
- 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers 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 any translators engaged by the Company;
- 7.4.7 fees, disbursements and expenses of the Receiving Banks and the Nominees;
- 7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;
- 7.4.9 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company relating to the Global Offering;
- 7.4.10 fees and expenses related to the application for listing of and permission to deal in the Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
- 7.4.11 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Overall Coordinators and the Underwriters and any such consultants and their respective representatives as approved by the Company (such approval shall not be unreasonably withheld or delayed) ;
- 7.4.12 all printing, document production, courier and advertising costs in relation to the Global Offering as approved by the Company (such approval shall not be unreasonably withheld or delayed);
- 7.4.13 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto as approved by the Company (such approval shall not be unreasonably withheld or delayed);
- 7.4.14 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the



agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares as approved by the Company (such approval shall not be unreasonably withheld or delayed);

- 7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering as approved by the Company (such approval shall not be unreasonably withheld or delayed);
- 7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses 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;
- 7.4.18 all costs and expenses related to the preparation and launching of the Global Offering as approved by the Company (such approval shall not be unreasonably withheld or delayed);
- 7.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.21 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering; and
- 7.4.23 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators 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 and the Overall Coordinators,

shall be borne by the Company, and the Company shall, and the Controlling Shareholder 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 CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Controlling Shareholder shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis on the condition that the list of the particulars of

relevant costs, expenses, fees, charges set out above shall be provided to the Company for prior confirmation and approval before any payment by the Company.

- 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 Controlling Shareholder 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 in such amount and manner as agreed between the Company and the relevant parties, 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 30 Business Days of the first written request with a breakdown of costs incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be.
- 7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the 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 2 hereto, and the Controlling Shareholder hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 2 hereto, 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 Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.
- 8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:
- 8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;
  - 8.2.2 on the Hong Kong Prospectus Date and the date(s) of supplemental Hong Kong Prospectus(es) (if any);
  - 8.2.3 on the Acceptance Date;

- 8.2.4 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);
- 8.2.5 the Announcement Date;
- 8.2.6 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.7 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange;
- 8.2.8 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;
- 8.2.9 the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed; and
- 8.2.10 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 at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the 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 on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby 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 undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, 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 CMI, the Joint Bookrunners, Joint Lead Managers, 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 (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably 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 CMI, the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

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 2 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 and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

- 8.7 **Obligations personal:** The obligations of 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 CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.
- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

## 9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying 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 CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering;

(ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch 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 Proof, the CSRC Filings, notices, announcements, advertisements, communications 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 CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the **“Related Public Information”**); or

9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a material fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto, save for the respective names, addresses and logos of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (the **“Hong Kong Underwriter Information”**) expressly and specifically provided by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters for use in the Related Public Information; 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 CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable provided that the indemnity in this Clause shall not apply to the extent where any such Proceeding made against, or any such Losses suffered by, such Indemnified Party has been fully judicially

determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have resulted solely and directly from the wilful misconduct, fraud or gross negligence of such Indemnified Party. Such non-application shall not affect the application of such indemnity in respect of any other Indemnified Parties; 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 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, the Controlling Shareholder, 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
- 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 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 Party) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying 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 shall, to the extent legally permissible and practicable, notify but 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 **Arrangements with advisers:** If any Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:



- 9.6.1 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;
  - 9.6.2 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
  - 9.6.3 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.
- 9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by 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.
- 9.9 **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.
- 9.10 **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.
- 9.11 **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 CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and the Controlling Shareholder shall undertake with respect to Clauses 10.2, 10.3, 10.6 and 10.8 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 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 making available on display on Stock Exchange's website at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company's website at [www.cidi.ai](http://www.cidi.ai), the documents referred to in the section of the Hong Kong Prospectus headed "Appendix VIII – Documents Delivered to the Registrar of Companies in Hong Kong and on Display" for the period stated therein;
- 10.1.4 procuring that the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees 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;
- 10.1.5 procuring that none of the Company, any member of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Prospectus or publicly available, to any research analyst at any time up to and including the fortieth (40<sup>th</sup>) day immediately following the date of the International Underwriting Agreement;
- 10.1.6 procuring that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.7 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong 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 not, directly or indirectly, using such proceeds, or lending,

contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;

- 10.1.8 cooperating with and fully assisting, and procuring the members of the Group, the Controlling 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, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.9 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
- 10.1.10 from the date hereof until 5:00 p.m. on the date which is the 30<sup>th</sup> 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 par value of the H Shares whether as a result of consolidation, sub-division or otherwise); and
- 10.1.11 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

10.2 **Information:** provide:

- 10.2.1 to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Controlling Shareholder or which on due and careful enquiry ought to be known to the Company or the Controlling Shareholder and whether relating to the Group or the Company or the Controlling Shareholder 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, of the SFC, of the CSRC or of any other relevant Authority); and
- 10.2.2 to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before

8:00 a.m. on the Listing Date and as the 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 reasonable 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 Hong Kong Prospectus and/or the CSRC Filings;
- 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominees, the Receiving Banks and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent not to be unreasonably withheld or delayed);
- 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)(such approval not to be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the 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 CMI, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;

**10.4 Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, 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:** unless otherwise waived or exempted by the relevant Authority, comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:

- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 10.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
- 10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;
- 10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
- 10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;
- 10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;

- 10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Hong Kong 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 Clause 10.1 and Clause 10.5;
- 10.5.14 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
- 10.5.15 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC; and
- 10.5.16 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;

10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):

10.7.1 promptly provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers 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 Sponsor-OCs) 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)(such consent not to be unreasonably withheld or delayed).

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

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

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

## 11 TERMINATION

11.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

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 United States, the United Kingdom, 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 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 Hong Kong 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 the 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 Controlling 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 Hong Kong 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 Director as named in the Hong Kong Prospectus; or
- (l) any contravention by any Group Company or any Director 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 Hong Kong 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 or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Controlling Shareholder in this Agreement or the International Underwriting Agreement, which will have a Material Adverse Effect on the Global Offering; 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 material breach of any of the obligations or undertakings imposed upon the Company or the Controlling Shareholder or any cornerstone investor (as applicable) to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; or
- (f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or
- (g) that the Chairman of the Board, any executive Director named in the Hong Kong Prospectus is removed from office or vacating his/her office; or
- (h) any Director of the Company named in the Hong Kong Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking directorship of a company; or
- (i) the Company withdraws the Hong Kong 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 H Shares in issue and to be issued pursuant to the Global Offering (including the

additional H Shares which may be issued pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

- (k) any person (other than any of the Joint Sponsors) has withdrawn its consent to the issue of the Hong Kong 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 (including the shares to be issued pursuant to the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (m) 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, which will have a Material Adverse Effect on the Global Offering; or
- (n) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the 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 (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (o) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled,

then, in each case, 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 Clause 11.1 or Clause 2.4:

- 11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the 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 H Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 within 30 days 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering (including pursuant to any exercise of 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 H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares); or
- 12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or
- 12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of 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 Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the

Company will, create a disorderly or false market for any H Shares or other securities of the Company.

The Controlling Shareholder undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it/he/she shall procure the Company to comply with the undertakings in this Clause 12.1.

- 12.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will, and the Controlling Shareholder 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 it will not effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 12.3 **Lock-up on the Controlling Shareholder:** The Controlling Shareholder hereby undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters 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 that he will not and will procure his controlled entities not to at any time (i) during the First Six Month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any securities of the Company in respect of which he is (or his controlled entities are) shown in the Hong Kong Prospectus to be the beneficial owner(s), unless it is otherwise permitted under the Rule 10.07 of the Listing Rules or under relevant PRC laws.

The restrictions in this Clause 12.3 shall not prevent the Controlling Shareholder from (i) purchasing additional H Shares or other securities of the Company and disposing of such additional H 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 with the Controlling Shareholder referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the H Shares or other securities of the Company or any interest therein beneficially owned by him 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 Controlling Shareholder will immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of H Shares or other securities of the Company so pledged or charged if and when he or the relevant registered holder(s) pledges or charges any H Shares or other securities of the Company beneficially owned by him, and (b) when the relevant Controlling Shareholder receives indications, either verbal or written, from the pledgee or chargee of any H Shares that any of the pledged or charged H Shares or other securities of the Company will be disposed of, he will immediately inform the Company 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from the Controlling Shareholder, 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 despatched by the Company or the Controlling Shareholder (or by any of his consultants, advisers or agents) during the period of six 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 despatched 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 the Controlling Shareholder 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 or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Hong Kong Prospectus.

- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

### 14 CONFIDENTIALITY

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

- 14.2.1 required by applicable Laws;
- 14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;
- 14.2.3 required to vest the full benefit of this Agreement in such party;
- 14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;
- 14.2.5 the information has come into the public domain through no fault of such party;
- 14.2.6 reasonably required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;
- 14.2.7 required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;
- 14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Overall Coordinators (for themselves 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;

15.2.4 if sent by email, when successfully transmitted; and

15.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

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 facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**:

Address: Building A3 and A4, Hunan Provincial  
Inspection and Testing Characteristic Industrial  
Park, No. 336 Xueshi Road, Yuelu District,  
Changsha, Hunan Province, PRC  
Email: [project.nova@cidi.ai](mailto:project.nova@cidi.ai)  
Attention: Board of Directors

If to **Li Zexiang**:

Address: Room 801, Building 3, No. 11 University Road,  
Songshan Lake, Dongguan, Guangdong  
Province, PRC  
Email: [eezxli@ust.hk](mailto:eezxli@ust.hk)  
Attention: Li Zexiang

If to **CICC**:

Address: 29/F One International Finance Centre, 1  
Harbour View Street, Central, Hong Kong  
Email: [ib\\_proj\\_nova@cicc.com.cn](mailto:ib_proj_nova@cicc.com.cn)  
Attention: Xinyu Lou

If to **CSCI**:

Address: 18/F, Two Exchange Square  
8 Connaught Place, Central, Hong Kong  
Email: [Project.Nova.ECM@csci.hk](mailto:Project.Nova.ECM@csci.hk)  
Attention: Zhang Zhongliang

If to **Ping An/Ping An Securities**:

Address: Units 3601, 07 & 11-13, 36/F, The Center  
99 Queen's Road Central, Hong Kong  
Email: [pub\\_pacshk\\_proj\\_nova@pingan.com.cn](mailto:pub_pacshk_proj_nova@pingan.com.cn) /  
[PUB\\_PACSHK\\_NOVA\\_ECM@pingan.com.cn](mailto:PUB_PACSHK_NOVA_ECM@pingan.com.cn)  
Attention: ECM

If to any of the other Hong Kong Underwriters, to the address, and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.



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

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

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

## 16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

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

- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this Clause 16.2. 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. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16.2 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. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

- 16.3 **Service of documents:** Without prejudice to the provisions of Clause 16.4, 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.

Service of process upon the Controlling Shareholder by service upon the Controlling Shareholder’s Process Agent (as defined below) in its/his/her capacity as agent for the service of process for the Controlling Shareholder 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 Controlling Shareholder. If for any reason the Controlling Shareholder’s Process Agent shall cease to be agent for the service of process for the Controlling Shareholder 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 the Controlling Shareholder (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 the Controlling Shareholder, such Controlling Shareholder shall deliver to each of the other parties hereto a copy of the new agent’s acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall

Coordinators shall be entitled to appoint such new agent for and on behalf of such Controlling Shareholder, and such appointment shall be effective upon the giving of notice of such appointment to such Controlling Shareholder. 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 Warrantor 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 hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.4 **Process agent:** 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 16.3 above, the Controlling Shareholder hereby irrevocably appoints the Company of 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the “**Controlling Shareholder’s Process Agent**”) as his 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 the Controlling Shareholder in Hong Kong.

- 16.5 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or the Controlling Shareholder has or can claim for itself/himself or its/his 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 or its/his assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholder 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 hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the

legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

- 17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, 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 CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, 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 CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors, Sponsor-OCs and the Overall Coordinators, the Sponsor, Sponsor-OC and OC Mandate, 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, Sponsor-OC and OC Mandate and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, 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 (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of 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 CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the 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 or on behalf of the Company or the Controlling Shareholder, 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 the Controlling Shareholder, 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 the Controlling Shareholder, 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 (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

17.13 **Officer's Certificates:** Any certificate signed by any officer of 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 Sponsor or Underwriter.

17.14 **No right of contribution:** The Controlling Shareholder 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 Controlling Shareholder has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this

Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “**you**” or “**your**” shall mean each of the Company and the Controlling Shareholder, and “**we**” or “**us**” or “**our**” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters).

- 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 CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.19 **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 HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
<p>China International Capital Corporation Hong Kong Securities Limited</p> <p>29/F One International Finance Centre, 1 Harbour View Street, Central, Hong Kong</p> <p>Email: ib_proj_nova@cicc.com.cn Attention: Xinyu Lou</p>	See below	See below
<p>China Securities (International) Corporate Finance Company Limited</p> <p>18/F, Two Exchange Square 8 Connaught Place, Central, Hong Kong</p> <p>Email: Project.Nova.ECM@csci.hk Attention: Zhang Zhongliang</p>	See below	See below
<p>Ping An of China Capital (Hong Kong) Company Limited</p> <p>Units 3601, 07 &amp; 11-13, The Center 99 Queen's Road, Central, Hong Kong</p> <p>Email: pub_pacshk_proj_nova@pingan.com.cn Attention: Nova</p>	See below	See below
<p>Ping An Securities (Hong Kong) Company Limited</p> <p>Units 3601, 07 &amp; 11-13, The Center 99 Queen's Road, Central, Hong Kong</p> <p>Email: PUB_PACSHK_NOVA_ECM@pingan.com.cn Attention: ECM</p>	See below	See below
<p>ABCI Securities Company Limited</p> <p>10/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong</p>	See below	See below

Email: [abcic.ecm@abci.com.hk](mailto:abcic.ecm@abci.com.hk)  
Attention: Project Nova

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Funde Securities Limited

See below

See below

Unit 2203, 22/F, Tower 1, Admiralty Centre  
18 Harcourt Road, Admiralty  
Hong Kong

Email: [ecm@fundesec.com.hk](mailto:ecm@fundesec.com.hk)  
Attention: Project Nova

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Guosen Securities (HK) Brokerage Company, Limited

See below

See below

Suites 3207-3212 on Level 32  
One Pacific Place, 88 Queensway  
Hong Kong

Email: [barbie.yang@guosen.com.hk](mailto:barbie.yang@guosen.com.hk)  
Attention: Project Nova

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ICBC International Securities Limited

See below

See below

37/F ICBC Tower  
3 Garden Road  
Hong Kong

Email: [project\\_nova2025@icbci.com](mailto:project_nova2025@icbci.com)  
Attention: Project Nova

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China Everbright Securities (HK) Limited

See below

See below

33/F, Everbright Centre  
108 Gloucester Road, Wan Chai  
Hong Kong

Email: [Diva.Hon@ebshk.com](mailto:Diva.Hon@ebshk.com) /  
[Jill.Chou@ebshk.com](mailto:Jill.Chou@ebshk.com) /  
[Henry.Tsang@ebshk.com](mailto:Henry.Tsang@ebshk.com)

Attention: Project Nova

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Winbull Securities International (Hong Kong) Limited

See below

See below

Room 2202-3, 22/F, Jubilee Centre  
18 Fenwick Street, Wan Chai  
Hong Kong

Email: [placement@winbull.hk](mailto:placement@winbull.hk)  
Attention: Project Nova

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Livermore Holdings Limited	See below	See below
Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza 833 Cheung Sha Wan Road, Kowloon Hong Kong  Email: cs@livermoreinc.com Attention: Project Nova		
Shenwan Hongyuan Securities (H.K.) Limited	See below	See below
Level 6, Three Pacific Place 1 Queen's Road East Hong Kong  Email: ecm@swhyhk.com Attention: Project Nova		
Tiger Brokers (HK) Global Limited	See below	See below
23/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong  Email: projectnova1@itiger.com Attention: Project Nova		
<b>Total:</b>		100%

$$A = B/C \times 270,400 \text{ Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Hong Kong Offer 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 270,400, 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 2 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 CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

#### 1      **Accuracy of Information**

- 1.1      Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph does not apply to statements or omissions in the Hong Kong Public Offering Documents and the Preliminary Offering Circular made in reliance upon information furnished in writing to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein, provided further that the only such information is the names, addresses and logos of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters as well as the qualifications of the Joint Sponsors appearing in Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 1.2      No individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the Formal Notice (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation any roadshow material relating to the Offer Shares that constitutes such a written communication).
- 1.3      All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular and the Disclosure Package) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain, in all material aspects, based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair expectations honestly held based on facts known to each of the Company, directors, officers; there are and will be no other facts known or which could, upon reasonable inquiry, have been known to each of the Company 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 and the Preliminary Offering Circular contain (A) all information and particulars required of a prospectus and /or listing

document to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all other Laws so far as applicable to any of the foregoing, the Global Offering or the listing of the Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Governmental Authority); 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, financial position, profits and losses, management and prospects of the Company and the Subsidiaries, 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 and/or any of their respective directors, supervisors (if any), 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 in all material respects and are complete, true and accurate in all material respects and not misleading.
- 1.6 Without prejudice to any of the other Warranties:
  - 1.6.1 the statements contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds,” including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Company and its directors arrived at after due, proper and careful consideration;
  - 1.6.2 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to Company’s consolidated indebtedness as at close of business on October 31, 2025 are complete, true and accurate in all material respects;
  - 1.6.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
  - 1.6.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
  - 1.6.5 the statements relating to the interests of the Warrantors and their directors in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;
  - 1.6.6 the statements contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) in the sections headed “Share Capital,” insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed “Regulatory Overview,” insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the sections headed “Taxation” and “Appendix VII—Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed “Appendix VI—Summary of Article of Association,” insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material aspects and are not

- misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;
- 1.6.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the heading “Summary—Dividends” and “Financial Information—Dividends” represent the true and honest belief of the Warrantors and their directors arrived at after due, careful and proper consideration and inquiry;
  - 1.6.8 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all material aspects and not misleading and represent the true and honest belief of the Company and its directors arrived at after due, proper and careful consideration; and
  - 1.6.9 the reply to each question set out in the Verification Notes given by or on behalf of the Company and its directors (if applicable) and all statements and information provided by or on behalf of any of, as applicable, the Company and their respective directors (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority in connection with the Global Offering, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Company or its directors have been given or prepared in good faith and with due care and attention.
- 1.7 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from the Warrantors has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate in all material respects and fairly presents the information shown therein; the section entitled “Financial Information” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately describes the Company’s exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company’s assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from a source other than the 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.
  - 1.8 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, or their respective directors, supervisors (if any), officers, employees, affiliates or agents to the Stock Exchange, the SFC, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the

Shares on the Stock Exchange (including 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 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 Hong Kong 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 sponsors 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 a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Governmental Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and was when given, and except as subsequently disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and remains complete, true and accurate in all material respects and not misleading.

**2 CSRC Filings**

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 2.2 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 of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the CSRC, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers 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 CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong 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 was, when given and remains complete, true and accurate in all material respects and not misleading in any respect, 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 in any respect.
- 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.

### 3 **The Company and the Subsidiaries**

- 3.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the sections headed “History, Development and Corporate Structure—Capitalization” and “Share Capital” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws; (F) are not subject to any Encumbrance or adverse claims; and (G) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date will be, entitled to any pre-emptive, resale right, right of first refusal or other similar rights against the Company 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, the International Underwriting Agreement or any Cornerstone Investment Agreements.
- 3.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization, as the case may be, 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 and the Preliminary Offering Circular and is capable of suing and being sued in its own name.
- 3.3 Each of the Company and the Subsidiaries has been duly qualified to transact business (as applicable) under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification, except where failure to be so qualified or be in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.
- 3.4 The articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, as the case may be, and are in full force and effect.
- 3.5 [reserved]
- 3.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.7 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest. Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 Securities and Futures Ordinance)

in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

- 3.8 None of the Company or any of the Subsidiaries 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 the Group, 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 and the Preliminary Offering Circular.

#### **4 Offer Shares**

- 4.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,

4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances;

4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

4.1.3 will rank *pari passu* in all respects with the existing issued 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 except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the articles of association or other constituent or constitutive documents or the business licence 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 solely 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 and the Preliminary Offering Circular, including the descriptions in the sections headed "History, Development and Corporate Structure—Capitalization", "Share Capital" and "Appendix V—Summary of Principal Legal and Regulatory Provisions".

- 4.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of PRC and Hong Kong.

#### **5 The Underwriting Agreements and the Operative Documents**

- 5.1 Each of this Agreement, the International Underwriting Agreement, and the Operative Documents has been, or will be, duly and validly authorised, executed, and delivered by the Company and constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting the creditors' rights and to general principles of equity.

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

6 **No Conflict, Compliance and Approvals**

- 6.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its 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) that would not individually or in the aggregate result in a Material Adverse Effect.
- 6.2 The execution, delivery and performance 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, or instrument to which any of the Company or any Subsidiary is a party, by which any of the Company or any Subsidiary is bound or to which any of the property or assets of any of the Company or any Subsidiary is subject; (B) violate any provision of the articles of association or other constituent or constitutive documents or the business license (as applicable) of any of the Company or any Subsidiary; (C) violate any applicable Law; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.
- 6.3 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 or the Subsidiaries, or any of their respective properties (each a “**Governmental Authorization**”) required under any applicable Law 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 the Cornerstone Investment Agreements 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, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to



which the Company is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Formal Notice and the Preliminary Offering Circular, and for the Company and the Subsidiaries to carry on their business and operations as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

- 6.4 [reserved]
- 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 issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, 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 Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) is in compliance with all applicable Laws described or referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Regulatory Overview” (“**Relevant Laws**”); (B) has received all Governmental Authorization required of them under Relevant Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorization are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations; none of the Company or any of the Subsidiaries has received any notice of revocation or 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 Company and the Subsidiaries, (C) have not received notice of any actual or potential liability under or violation of any Relevant Laws, except, in respect of clauses (A), (B) and (C), where such non-compliance with Relevant Laws, failure to receive required permits, licenses or other approvals, or liability or violation would not, individually or in the aggregate, have a Material Adverse Effect.
- 6.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance or other restriction on any property or

assets of the Company or any Subsidiary that contravenes (i) its articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets, except in the cases of (B) and (C), where such conflict, breach, violation, default or contravention would not, or 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 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 the rules and regulations thereunder.

7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision for 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) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular present fairly the information 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" included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto are reasonable and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (F) [reserved]; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries

has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; 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 and the Preliminary Offering Circular.

- 7.3 (A) The prospective information as set forth in the sections “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (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 Hong Kong Public Offering Documents, 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 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 Company and its Subsidiaries, 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; and (C) 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 Company and its Subsidiaries as of October 31, 2025 and for the ten months ended October 31, 2025 and other accounting records of the Company (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the ten months ended October 31, 2025; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company as of October 31, 2025 and the consolidated results of operations of the Company for the ten months ended October 31, 2025; and there has been no decrease in the share capital, revenue and trade and notes receivables or increases in trade and note payables, total current liabilities and non-current borrowings of the Company as of October 31, 2025 as compared to amounts shown in latest consolidated balance sheet of the Company as of June 30, 2025 included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 7.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular entitled “Financial Information—Liquidity and Capital Resources” (the “**Working Capital Statement**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Hong Kong 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 Hong Kong Prospectus Date and that in the Company’s view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources

available to the Company and the Subsidiaries, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Hong Kong Prospectus Date.

- 7.6 The statements set forth in the section entitled "Financial Information—Critical Accounting Estimates and Judgments" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate and not misleading and accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' 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 advisers and the Reporting Accountants with regard to such selection, application and disclosure.
- 7.7 The sections entitled "Financial Information—Liquidity and Capital Resources" and "Financial Information—Indebtedness" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.
- 7.8 The board memorandum of profit forecast for the year ending December 31, 2025 and working capital forecast for the 15 months ending December 31, 2026 (the "**Profit Forecast Memorandum**") has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other 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 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) 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 material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.10 All historical financial information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I and II to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I and Appendix II to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.
- 7.11 The valuation of Level 3 financial assets and liabilities as contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared after due and careful inquiry by the Company and upon bases and assumptions which are fair and reasonable based on facts, events and circumstances known to the Company.

## 8 **Indebtedness and Material Obligations**

- 8.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Company's knowledge after due and careful inquiry, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any material guarantee given by any of the

Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; and (F) all material guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.

- 8.2 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) the amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with the terms, and (iii) no event has occurred, and to the best of the Company's knowledge after due and careful inquiry, no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and to the best of the Company's knowledge after due and careful inquiry, no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

## 9 Subsequent Events

- 9.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to the Company or the relevant Subsidiaries, taken as a whole; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries, taken as a whole; (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 the Company or the relevant Subsidiaries, taken as a whole; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any 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 the Company or the relevant Subsidiaries, 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; or (G) 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 (G) above.
- 9.2 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on 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; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms; and (D) there has been no material changes in the relations of the business of each of the Company and the Subsidiaries with their respective 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 Company and the Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and the Subsidiaries as a whole.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.
- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and there has been and will be no decreases in total revenues 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 date of the Offering Circular (if different from the date hereof) or (iii) each Time of Delivery (as defined in the International Underwriting Agreement), as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries,

none of the Company or any of its Subsidiaries has provided any form of financial assistance to their suppliers and customers.

10     **Assets**

- 10.1    Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries has valid title to all real property and assets that it purports to own, in each case free and clear of all Encumbrances and defects, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (B) [reserved]; (C) each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Effect; (D) no material default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or (b) which may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (G) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (H) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation, with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Effect; and (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and no other real properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 10.2    (A) Each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them 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 pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in



accordance with its terms, the Company and the Subsidiaries have complied in all material respects with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, except which would not, individually or in the aggregate, result in a Material Adverse Effect; (C) to the best of the Company's knowledge after due and careful inquiry, there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except which would not, individually or in the aggregate, result in a Material Adverse Effect; (D) none of the Company or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Company or the Subsidiaries has received notice or claim by a third party to the contrary, except where such infringement or receipt of notice would not, individually or in the aggregate, result in a Material Adverse Effect; (E) there are no third parties who have, or to the best of the Company's knowledge after due and careful inquiry, will be able to establish, rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries or which would not, individually or in the aggregate, result in a Material Adverse Effect; (F) there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except as would not, individually or in the aggregate, result in a Material Adverse Effect; (G) there is no pending, or to the best of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim, except which would not, individually or in the aggregate, result in a Material Adverse Effect; (H) there is no pending, or to the best of the Company's knowledge after due and careful inquiry, 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 Company or any of the Subsidiaries and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim, except which would not, individually or in the aggregate, result in a Material Adverse Effect; (I) except as would not, individually or in the aggregate, result in a Material Adverse Effect, there is no pending, or, to the best of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except which would not, individually or in the aggregate, result in a Material Adverse Effect; and (K) there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries

operates having jurisdiction over intellectual property matters, except which would not, individually or in the aggregate, result in a Material Adverse Effect.

- 10.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively “**Information Technology**”) owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries as currently conducted or as proposed to be conducted; (B) the Information Technology are adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement in all material respects, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or to the best of the Company's knowledge after due and careful inquiry, is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all records and systems (including but not limited to the Information Technology) and all data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries, except which would not, individually or in the aggregate, have a Material Adverse Effect; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology, except for matters that would not, individually or in the aggregate, result in a Material Adverse Effect; (G) there are no material defects relating to the Information Technology; (H) each of the Company and the Subsidiaries has in place necessary 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 of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.
- 10.4 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 Company or any of the Subsidiaries which is necessary for the business of the Company or the relevant Subsidiaries.
- 10.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and

the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same, except for which, would not, individually or in the aggregate, have a Material Adverse Effect.

**11 Compliance with Employment and Labor Laws**

- 11.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company and the Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; where the Company participates in, or has participated in, or is liable to contribute to any such schemes, neither the Company nor any of its subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; there are no material amounts owing or promised to any present or former directors, employees of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; no director or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; there is no proposal to terminate the employment of any director, senior management, key employee of the Company or any Subsidiary or to vary or amend their terms of employment (whether to their detriment or benefit) except for those that would not, individually or in the aggregate, result in a Material Adverse Effect; none of the Company and the Subsidiaries has any 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 directors, senior management, key employees; no liability has been incurred by the Company or any Subsidiary for breach of any director's, employee's contract of service, contract for services, 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 the actual or proposed termination or suspension of employment, or variation of any terms of employment of any present or former employee, director of the Company or any Subsidiary; none of the Company and the Subsidiaries has any redundancy plans with respect to its employees which are to be implemented in the two years following the date hereof; where the Company or any Subsidiary participates in, or has participated in, or is liable to contribute to any such scheme, the Company or such Subsidiary has complied with the requirements to make contributions to such schemes in accordance with the terms thereof; and neither the Company nor any Subsidiary 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.
- 11.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and the subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or, to the best

of the Company's knowledge after due and careful inquiry, threatened or capable of arising against the Company or the Subsidiaries, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.

- 11.3 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 11.4 No labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, or, to the best of the Company's knowledge, is imminent or threatened, which would, individually or in aggregate, result in a Material Adverse Effect; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers that could, individually or in the aggregate, have a Material Adverse Effect; and there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries which would, individually or in aggregate, have a Material Adverse Effect.

## 12 **Compliance with Environmental Laws**

- 12.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Governmental Authorizations required under, Environmental Laws (as defined below) that are material to the Company and the Subsidiaries, taken as a whole; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws, except for those which would not, individually or in the aggregate, result in a Material Adverse Effect; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or, to the best of the Company's knowledge after due and reasonable inquiry, 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 Law 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 Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law 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 pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

13     **Cybersecurity and Data Protection**

- 13.1     (A) Each of the Company and the Subsidiaries 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 (“**Data Protection Laws**”) in all material aspects; (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of China (“**CAC**”), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction where any such breach or non-compliance or prohibition would result in individually or in the aggregate, a Material Adverse Effect; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data where any such claim or order would result in, individually or in the aggregate, a Material Adverse Effect; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

14     **Insurance**

- 14.1     Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as 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 Company or any Subsidiary, or their

respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life, except such would not, individually or in the aggregate, have a Material Adverse Effect; the Company and the Subsidiaries are in compliance in all material respects with the terms of such policies and instruments; there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not, individually or in the aggregate, have a Material Adverse Effect.

**15 Internal Controls**

- 15.1 Each of the Company and the Subsidiaries 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 Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, 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 two years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above.
- 15.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses or deficiencies in the Company's and the Subsidiaries' internal control over accounting and financial reporting and no changes in the Company's and the Subsidiaries' internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's and the Subsidiaries' internal control over accounting and financial reporting.
- 15.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any of the

Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board and management 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 (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons.

- 15.4 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 material issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company 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.
- 15.5 The statutory books, books of account and other records of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by applicable 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 applicable Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority have been duly and correctly delivered or made.
- 16 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws**
- 16.1 (A) None of the Company, the Subsidiaries, their respective directors, supervisors (if any), officers, or to the best knowledge of the Company, any of their respective employees, agents, affiliates, or any of such affiliate's respective directors, supervisors, 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 (x) is located, organised 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 of Ukraine, Kherson, Zaporizhzhya and the Crimea region of Ukraine, Cuba, Iran, and North Korea), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations, or with 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 that result in the violation of the Sanctions Laws and Regulations by the Company, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed

“Future Plans and Use of Proceeds,” and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic of Ukraine, Kherson, Zaporizhzhya and the Crimea region of Ukraine, Cuba, Iran, North Korea, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any Person participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Company and the Subsidiaries is in compliance with all export control and import laws and regulations in the U.S., China and other applicable countries, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the “**OFAC**”); (F) all items of the Company and the Subsidiaries 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; (G) the Company and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (H) Since April 24, 2019, the Group Relevant Persons have not knowingly engaged in, are not now knowingly 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 the Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations that result in the violation of the Sanctions Laws and Regulations by the Company; 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 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.

- 16.2 Neither the Company nor any of the Subsidiaries (A) currently engages, or has plans to engage, directly or indirectly, in a “covered activity” referred to in the definition of “prohibited transaction” in 31 C.F.R. § 850.224; or (B) directly or indirectly, holds a board seat or a voting or equity interest in, or any contractual power to direct or cause the direction of the management policies of one or more persons or entities engage or to engage in such activities referred to in (A) above and (i) from which the Company



derives more than 50% of its revenue or net income individually, or as aggregated across such persons or entities from each of which the Company derives at least \$50,000 (or equivalent) of its revenue or net income, on an annual basis, or (ii) for which the Company incurs more than 50% of its capital expenditure or operating expenses individually, or as aggregated across such persons or entities for each of which the Company incurs at least \$50,000 (or equivalent) of its capital expenditure or operating expenses, on an annual basis.

- 16.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of 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 United States, Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Company or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, **“Anti-Corruption Laws”** means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, 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 anti-bribery or anti-corruption laws, rules or regulations); and the Company and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein; 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 or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.
- 16.4 None of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, , where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Law of the United States, Hong Kong, the PRC or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.

16.5 The operations and conducts (as applicable) of the Company and the Subsidiaries 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, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including the Hong Kong, the PRC 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**”), and each of the Company and the Subsidiaries has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws. No action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company or the Subsidiaries or their respective businesses with respect to Anti-Money Laundering Laws is pending or, to the best of the Company's knowledge after due and careful inquiry, threatened.

17 **Experts**

17.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the experts named in the section headed “Appendix VII—Statutory and General Information—Other Information—Qualifications of Experts” of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and has not withdrawn its consent.

17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, 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 consultants or professional advisers, 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 and the Preliminary Offering Circular in connection with the Global Offering and the listing of the Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information or documents which have not been provided the result of which would make the information or documents so received misleading.

17.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the “**Relevant Reports**”) are considered by the Company to be reasonable and appropriate; (B) the

market positioning of the Company contained in the Industry Consultant Report are considered by the Company to be accurately represented, reasonable and not misleading; (C) no facts have come to the attention of the Company or any of their directors, supervisors 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 (D) the report prepared by the Industry Consultant was prepared at the Company's request based on a contractual arrangement which the Company negotiated on an arms' length basis.

**18 Provision of Information**

- 18.1 The Company, its agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators, prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 18.2 None of the Company, the Subsidiaries, or 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 Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

**19 Material Contracts and Connected Transactions**

- 19.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the "**Material Contracts**") have been so disclosed or filed, or to be filed in their entirety, without omission or redaction; none of the Material Contracts will, without the written consent of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, be entered into or terminated by the Company, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company's best knowledge, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Appendix VII—Statutory and General Information—Further Information about our Business—Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 19.2 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in

accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months' notice or less).

- 19.3 The Company does not have any reason to believe that any material supplier, distributor or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company and/or any of the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 19.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.
- 19.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.6 None of the Company, the Subsidiaries or their respective affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar applicable Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required pursuant to such Laws (whether or not the same has in fact been made).
- 19.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries on one hand, and their respective customers or suppliers, on the other hand, except which would not, individually or in the aggregate, have a Material Adverse Effect.
- 19.8 [reserved]
- 19.9 Except as disclosed in the Hong Kong Public Offering Document and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or officer of the Company or the Subsidiaries or any of their respective spouses, children or other relatives or any corporate, trust or entity in which any of them has a controlling interest, on the other hand.
- 19.10 None of the Controlling Shareholders and the directors of the Company or any of the Subsidiaries, either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary.
- 19.11 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 Company and the Joint Sponsors, the Sponsor-OCs,

the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

20 **Historical Changes**

- 20.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the Company (the “**Historical Changes**”) and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix VII—Statutory and General Information” are complete, true and accurate in all material respects and not misleading.
- 20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 The 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) (A) the articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected; (C) any Laws applicable to the Company or any of the Subsidiaries 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 the Company and/or the Subsidiaries, except in the cases of (B) and (C), where such conflict, breach, violation, default or contravention would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
- 20.4 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 the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant’s Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 20.5 All Governmental Authorizations required 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, except to the extent that failure to so comply with such Laws or to so obtain or hold or make such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Effect; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; each of the Governmental

Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries prior to the Reorganization and necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed, maintained or assumed following the Reorganization; and neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Effect.

- 20.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Controlling Shareholder (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 CMIs, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 20.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Company's knowledge, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "History, Development and Corporate Structure" and "Appendix VII—Statutory and General Information."

21 **Pre-IPO Investments**

- 21.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "History, Development and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.
- 21.2 (A) All Governmental Authorizations required in connection with the Pre-IPO Investments have been unconditionally obtained or made; (B) all such Governmental Authorizations are valid and in full force and effect, and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (C) neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

- 21.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

22 **Cornerstone Investment**

- 22.1 Pursuant to the Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.

22.2 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company.

22.3 [reserved]

## 23 **Taxation**

23.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed, except where the failure to file would not, individually or in the aggregate, have a Material Adverse Effect; and all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

23.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Authority.

23.3 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to Hong Kong, the PRC and 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 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 and delivery of this Agreement and the International Underwriting Agreement, (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 and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

23.4 [reserved]

## 24 **Dividends**

24.1 Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 Hong Kong, the PRC, the United States or any other applicable jurisdictions or any taxing or other Authority thereof or therein, and may be so paid without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.

24.2 No Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; and, except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 Governmental Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

## 25 **Litigation and Other Proceedings**

25.1 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or contemplated by or before any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors (if any) or officers, is or may be a party or to which any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or, to the best of the Company's knowledge after due and careful inquiry, proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C), would, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of any of the Company, would or could reasonably be expected to adversely affect the power or ability of the Company to perform its obligations under this Hong Kong Underwriting 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 materially adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no



circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

- 25.2 None of the Company and the Subsidiaries 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 Subsidiary; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary.

26 **Market Conduct**

- 26.1 Save for the appointment of the Stabilizing Manager of the Global Offering as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, to the best of the Company's knowledge after due and careful inquiry, agents or employees, or any person acting on behalf of any of them (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking), has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the 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 or any other Authority including those in relation to book-building and placing activities.
- 26.2 Save for the appointment of the Stabilizing Manager of the Global Offering, none of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, (other than the International Underwriters and the Hong Kong Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation or warranty) (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 any Subsidiary 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 Securities and Futures Ordinance, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them 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, provided that the granting of 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 Clause 6.1 of this Agreement, Clause 6.1 of the International Underwriting Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection.

- 26.3 Neither the Company or any of the members of the Group, nor any of their respective directors or officers has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents or the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, agents or employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

27 **Immunity**

- 27.1 Under the Laws of PRC, Hong Kong and any other applicable jurisdictions, none of the Company, the Subsidiaries, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, 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 action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 28.1 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong, the PRC and any other applicable jurisdictions.

28 **Choice of Law and Dispute Resolution**

- 28.1 The choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong and the PRC; the Warrantors can sue and be sued in their own name under the Laws of Hong Kong and the PRC; the agreement by the Warrantors to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the irrevocable submission by each of the Warrantors to the jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 16 of this Agreement and of any court of competent jurisdiction in which proceedings may be brought pursuant to Clause 16 of this Agreement, the waiver by each of the Warrantors of any objection to the venue of an action, suit or proceeding in any such court, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC or any other applicable jurisdictions and will be respected by the courts of Hong Kong and the PRC or any other applicable jurisdictions; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC or any other applicable jurisdictions are concerned, to confer valid personal jurisdiction over the Warrantors; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced in the courts of Hong Kong and the PRC or any other applicable jurisdictions, subject to the conditions described under the section headed "Enforceability of Civil Liabilities" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 29 It is not necessary under the Laws of Hong Kong, the PRC and the United States or any other applicable jurisdictions 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 and the United States or any other applicable jurisdictions as the case

may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong, the PRC and the United States or any other applicable jurisdictions (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.

30     **Professional Investor**

The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the 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.

31     **No Other Arrangements Relating to Sale of Offer Shares**

31.1    There are no contracts, agreements or understandings between the Company or any Subsidiary and any person or entity (other than the Hong Kong Underwriters pursuant to this Hong Kong Underwriting Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares.

31.2    Neither the Company nor any Subsidiary 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, the Cornerstone Investment Agreements and the Operative Documents. There are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any Controlling Shareholder 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, the Joint Global Coordinators and the Overall Coordinators.

32     **United States Securities Laws and Related Matters**

32.1    No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

32.2    None of the Company and its affiliates nor any person acting on behalf of any of them (other than the Hong Kong Underwriters and the International Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking) (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 (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) 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.

32.3    [reserved]

- 32.4 Within the preceding six months, neither the Company or any of the Subsidiaries, nor any of their affiliates, nor any person acting on its or their behalf has offered, sold, issued or distributed to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold pursuant to the Global Offering hereunder; the Company will take all necessary precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act.
- 32.5 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 32.6 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.
- 33 Directors, Officers and Shareholders**
- 33.1 Any certificate signed by any director or officer 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 CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.
- 33.2 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 the Listing Rules.
- 33.3 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 33.4 The Directors have been duly and validly appointed and are the only directors of the Company.
- 33.5 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 33.6 None of the directors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

## **Part B: Additional Representations and Warranties of the Controlling Shareholder**

The Controlling Shareholder represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

### **1 Information about the Controlling Shareholder**

- 1.1 All the information with respect to the Controlling Shareholder included in the Hong Kong Public Offering Documents 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 Controlling Shareholder disclosed or made available in writing or orally from time to time by or on behalf of the Controlling Shareholder, and to the best of the Controlling Shareholder's knowledge, Affiliates and/or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers 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 of the Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC and/or the CSRC) was, when disclosed or made available, and except as subsequently disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, and/or any relevant Governmental Authority, as applicable, 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 [reserved]
- 2.2 The Controlling Shareholder has full right, power and authority to execute, deliver and perform this Agreement and each of the Operative Documents to which he is a party.

### **3 Execution and Authorization**

- 3.1 This Agreement has been duly authorized, executed and delivered by the Controlling Shareholder and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholder, enforceable against the Controlling Shareholder in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganisation, 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, the International Underwriting Agreement and each of the Operative Documents to which the Controlling Shareholder is a party, the issuance and sale of the Offer Shares, 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): (A)

[reserved]; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Controlling Shareholder is a party or by which the Controlling Shareholder or any of his properties or assets is or may be bound or affected; (C) any Laws applicable to the Controlling Shareholder or any of his properties or assets, or any judgment, order or decree of any Authority having jurisdiction over the Controlling Shareholder; or (D) result in the creation or imposition of any Encumbrance on any property or assets of the Controlling Shareholder.

- 3.3 The Controlling Shareholder is not in breach or violation of or in default under (and no event has 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) [reserved]; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he is a party or by which he or any of his properties or assets is or may be bound or affected; or (C) any Laws applicable to he or any of his 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 final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholder or any of his properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Controlling Shareholder of his obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Controlling Shareholder's knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 3.5 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or any individual Supplemental Offering Material, (A) there are no Actions or enquiries under any Laws or by or before any Authority pending or, to the best of the Controlling Shareholder's knowledge, threatened, to which the Controlling Shareholder is or may be a party or to which any of his properties or assets is or may be subject, at law or in equity; (B) there is no Law that has been enacted, adopted or issued or, to the best of the Controlling Shareholder's knowledge, 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 Controlling Shareholder to perform his obligations under this Agreement, or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering.

#### **4 Compliance with Laws**

- 4.1 Neither the Controlling Shareholder nor, to the best of the Controlling Shareholder's knowledge, any of his Affiliates nor any agent acting on behalf of the Controlling Shareholder has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any Government Official or to any person under circumstances where the Controlling Shareholder or any of his Affiliates or any agent acting on behalf of the Controlling Shareholder 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 Hong Kong and the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Controlling Shareholder or any of his Affiliates; without prejudice to the foregoing, none of the Controlling Shareholder or any of his Affiliates or any agent acting on behalf of the Controlling Shareholder has violated or is in violation of Anti-Corruption Laws; and the Controlling Shareholder and his Affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein.

- 4.2 The Controlling Shareholder has instituted, and maintains and enforces, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Laws.
- 4.3 The Controlling Shareholder is and has been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable Money Laundering Laws of all jurisdictions where the Controlling Shareholder conducts business, and no Action or enquiry by or before any Authority involving the Controlling Shareholder with respect to the Money Laundering Laws is pending or, to the best of the knowledge of the Controlling Shareholder, threatened.
- 4.4 The Controlling Shareholder is currently not subject to or target of any Sanctions, nor is the Controlling Shareholder located or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, any Sanctioned Country.
- 4.5 The Controlling Shareholder will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, 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, (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.
- 4.6 [reserved]
- 4.7 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or to the best of the Controlling Shareholder's knowledge after due and careful inquiry, threatened or contemplated by or before any Authority, to which the Controlling Shareholder or any of his Affiliates, is or may be a party or to which any properties or assets of the Controlling Shareholder, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or materially and adversely affect the power or ability of the Controlling Shareholder to perform his obligations under this Hong Kong Underwriting 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 materially and adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are not so described.

**5 Immunity**

- 5.1 Under the Laws of Hong Kong and the PRC, none of the Controlling Shareholder nor any of his properties or assets, is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any 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 action, suit 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 Controlling Shareholder in Clause 28.1 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong and the PRC.

**6 Winding-Up**

- 6.1 Neither the Controlling Shareholder nor any person acting on his behalf have taken any action, nor have any Actions under any Laws been started or, to the best of the Controlling Shareholder's knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company. The Controlling Shareholder is not unable to pay his debts as they fall due.
- 6.2 The Controlling Shareholder has 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 of the Company held by, or otherwise beneficially owned by the Controlling Shareholder.



### **SCHEDULE 3**

#### **CONDITIONS PRECEDENT DOCUMENTS**

##### **Part A**

###### *Legal Documents*

1. Three certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated September 23, 2024 and December 1, 2025, in relation to the Global Offering referred to in Appendix VII — Statutory and General Information — Further Information about our Company — Resolutions of our Shareholders] to the Prospectus.
2. Three certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
  - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
  - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
  - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
  - (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
  - (e) approving the Verification Notes.
3. Three certified true copies of the Registrar's Agreement duly signed by the parties thereto.
4. Three certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
5. Three certified true copies of the business license of the Company.
6. Three certified true copies of the Articles of Association which shall become effective upon the Listing Date.
7. Three certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
8. Three certified true copies of the service agreements or letters of appointment of each of the Directors.

9. Three certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 14 below) and statements of interests signed by each of the Directors.
10. Three certified true copies of each of the material contracts referred to in the section of the Prospectus headed “Appendix VII — Statutory and General Information — Further Information about our Business — Summary of Material Contracts” (other than this Agreement) duly signed by the parties thereto.
11. Three certified true copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
12. Three certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

*Documents relating to the Hong Kong Public Offering*

13. Three printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
14. Three signed originals of the signature pages to Verification Notes for the Prospectus and the Verification Notes for the CSRC Filing Report, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
15. Three signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
16. Three signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
17. Three signed originals of the letter(s) from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the 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.
18. Three signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed 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 shall cover, without limitation, the various financial disclosures contained in the Prospectus.
19. Three signed originals of the legal opinions of Company’s PRC Counsel, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, in respect of (i) the properties owned and leased by the group in the PRC, and (ii) the establishment, business and legal status of the group under PRC Laws.
20. Three signed originals of the legal opinions of Company’s PRC Counsel, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory

to the Overall Coordinators and the Joint Sponsors, in respect of compliance with the PRC Laws in relation to the collection and handling of data.

21. Three signed originals of the legal opinions of Underwriters' PRC Counsel, addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters and dated the Prospectus Date, and in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishments, business and legal status of the Group under PRC Laws.
22. Three signed originals of the legal opinions of Company's Counsel as to U.S. Export Control and International Sanctions Laws as well as Outbound Investment Rules dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters, and in the form and substance satisfactory to the Overall Coordinators and the Joint Sponsors.
23. Three signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
24. Three signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
25. Three signed originals of the property valuation report from the Independent Property Valuer, dated the Prospectus Date.
26. Three certified true copies of the letter from each of the experts referred to in the section headed "Appendix VII — Statutory and General Information — Other Information — Qualifications of Experts" 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.
27. Three certified true copies each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by the competent officer of Orange Financial Printing Limited as to the competency of such translator.
28. Three copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
29. Three copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
30. Three copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
31. Three certified true copies of the Compliance Adviser Agreement.
32. Three signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
33. Three copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

## **Part B**

1. Three signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Three signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Three signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Three signed originals of the closing legal opinion from Company's PRC Counsel, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors (each including a bringdown opinion of the opinion under item 19 of Part A).
5. Three signed originals of the bringdown legal opinion from Company's PRC Counsel, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, in respect of compliance with the PRC Laws in relation to the collection and handling of data (each including a bringdown opinion of the opinion under item 20 of Part A).
6. Three signed originals of the closing legal opinion from Underwriters' PRC Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors, the Sponsor-OCs (each including a bringdown opinion of the opinion under item 21 of Part A).
7. Three signed originals of the legal opinions of Company's Counsel as to U.S. Export Control and International Sanctions Laws as well as Outbound Investment Rules dated the Listing Date and addressed to the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters, and in the form and substance satisfactory to the Overall Coordinators and the Joint Sponsors.
8. Three signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters, in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Three signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters, in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

10. Three signed originals of the US legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Underwriters, in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Three originals of the certificate signed by the Chief Executive Officer of the Company, dated the Listing Date, and in the form set forth in an exhibit 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.
12. Three originals of the certificate signed by the joint company secretary(ies) of the Company, dated the Listing Date, and in the form set forth in an exhibit to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
13. Three 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 an exhibit 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.
14. Three originals of the certificate of the Controlling Shareholder, dated the Listing Date, and in the form set out in an exhibit 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 Controlling Shareholder contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
15. Three 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 basis of allotment and the allotment and issue of Offer Shares to the allottees .
16. Three copies of the letter from the Stock Exchange approving the listing of the H Shares.

## **SCHEDULE 4**

### **SET-OFF ARRANGEMENTS**

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at [www.hkeipo.com.hk](http://www.hkeipo.com.hk) or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be 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 5**  
**FORMAL NOTICE**

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

**Name of Publication**

**Dates of Advertisement**

Stock Exchange website

*December 11, 2025*

Company website

*December 11, 2025*

## SCHEDULE 6

### PROFESSIONAL INVESTOR TREATMENT NOTICE

#### PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 2.1 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

- (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
- (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
- (vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) 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

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) 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;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) 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:

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

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
  - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
  - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the 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 6.

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(本页无正文，为 CiDi Inc. 《HONG KONG UNDERWRITING AGREEMENT》签署页)

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

**SIGNED** by *Li ZeXiang*

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A handwritten signature in black ink, appearing to be 'Li ZeXiang', written in a cursive style.

**SIGNED** by

**Xinyu Lou**

for and on behalf of

**China International Capital Corporation**

**Hong Kong Securities Limited**

樓欣宇



**SIGNED by**  
**Yang Yang**  
for and on behalf of  
**China Securities (International)**  
**Corporate Finance Company Limited**

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**SIGNED by**

**Xin Zhao**

for and on behalf of

**China Securities (International)**

**Corporate Finance Company Limited**

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zhao Xin

**SIGNED by**  
**Chu Ho Wang, Horace**  
for and on behalf of  
**Ping An of China Capital (Hong Kong)**  
**Company Limited**

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**SIGNED by**  
**Cheng Mei Yee, Mego**  
for and on behalf of  
**Ping An Securities (Hong Kong)**  
**Company Limited**

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)

A handwritten signature in black ink, appearing to be 'Cheng Mei Yee', written over a horizontal line.

SIGNED by

Xinyu Lou

for and on behalf of

**China International Capital Corporation**

**Hong Kong Securities Limited**

as attorney for and on behalf of each of the

other Hong Kong Underwriters

樓欣宇

**SIGNED** by )  
**Xin Zhao** )  
for and on behalf of )  
**China Securities (International)** )  
**Corporate Finance Company Limited** )  
as attorney for and on behalf of each of the )  
other Hong Kong Underwriters )

zhao xin

**SIGNED** by )  
**Cheng Mei Yee, Mego** )  
for and on behalf of )  
**Ping An Securities (Hong Kong)** )  
**Company Limited** )  
as attorney for and on behalf of each of the )  
other Hong Kong Underwriters )

A handwritten signature in black ink, appearing to be 'Cheng Mei Yee', written over a series of horizontal lines.