

西藏智汇矿业股份有限公司

增资协议

甲方：西藏智辉企业管理合伙企业（有限合伙）（以下简称“西藏智辉”）

统一社会信用代码：91540195MADWWMRH5R

执行事务合伙人：何前

住所：西藏自治区拉萨市柳梧新区东环路国际总部城 8 栋 1 单元 6 楼 1 号

乙方/目标公司：西藏智汇矿业股份有限公司（以下简称“西藏智汇”）

统一社会信用代码：91540091064685221N

法定代表人：何前

住所：西藏自治区那曲市色尼区火车站通站西路 2 号 2 栋

本协议甲方及乙方统称“双方”，每一方以下单独称“一方”

鉴于：

1、甲方是一家依中华人民共和国法律成立并合法存续的有限合伙企业，为西藏智汇的员工持股平台。

2、乙方是一家依中华人民共和国法律成立并合法存续的股份有限公司，现注册资本为 36,000 万元，实缴出资 36,000 万元，其中西藏智峰实业有限公司持有其 55% 的股份，西藏盛源矿业集团有限公司持有其 45% 的股份，主要从事有色金属采矿和选矿业务。

3、乙方拟进行增资扩股，甲方同意按照本协议约定的条件、金额及价格认购乙方增发的股份（以下简称“本次增资”）。

根据《中华人民共和国公司法》《中华人民共和国民法典》的规定，本协议经过双方协商，一致就西藏智汇本次增资相关事宜，达成以下协议：

第一条 增资数量及金额

1.1 根据北方亚事资产评估有限责任公司于 2024 年 7 月 15 日出具的《那曲市国有资本投资运营（集团）有限公司拟对西藏智汇矿业股份有限公司实施增资扩股所涉及的西藏智汇矿业股份有限公司股东全部权益市场价值资产评估报告》（北方亚事评报字[2024]第 01-816 号），截至基准日 2023 年 8 月 31 日，西藏智汇的股权价值为 126,537.96 万元。

根据上述评估结果，持股平台同意按照西藏智汇股权价值投前估值 126,537.96 万元对西藏智汇增资 2,057.5278 万元（出资方式为货币），其中 585.3659 万元计入西藏智汇注册资本，剩余部分计入西藏智汇资本公积。

本次增资完成后，西藏智汇的注册资本由 36,000 万元增加至 36,585.3659 万元，西藏智汇各股东的持股比例如下：

股东姓名/名称	持股数（万股）	持股比例
西藏智峰实业有限公司	19,800.00	54.12%
西藏盛源矿业集团有限公司	16,200.00	44.28%
西藏智辉企业管理合伙企业（有限合伙）	585.3659	1.60%
合计	36,585.3659	100.00%

1.2 甲方应于本协议生效并收到西藏智汇出具的缴款通知书后 5 个工作日内将全部投资款汇至西藏智汇下列银行账户：

账户名称：西藏智汇矿业股份有限公司

银行账号：0158000419100012880

开户银行：中国工商银行股份有限公司拉萨经济技术开发区支行

1.3 甲方完成本次增资的工商变更之日为本次增资的交割日，甲方自交割日

起取得股东权利并履行股东义务。

1.4 在甲方支付全部投资款后 30 日内，西藏智汇应完成本次增资有关的工商变更登记手续。

第二条 目标公司的利润分配原则

目标公司本次增资前的损益由本次增资完成后的新老股东共享，全体新老股东按照在公司的实缴出资比例进行利润分配。

第三条 甲乙双方的承诺与保证

3.1 甲乙双方具备签署本协议的权利能力和行为能力，本协议一经签署即对双方具有法律约束力。

3.2 甲乙双方在本协议中承担的义务是合法、有效的，其履行不会与双方承担的其他协议义务相冲突，也不会违反任何法律。

3.3 甲乙双方一致同意根据本协议内容对西藏智汇章程进行相应修改。

3.4 甲乙双方承诺在协议签署后尽快签署相关文件，提供相关资料，完成西藏智汇本次增资的工商变更登记手续。

第四条 费用承担

4.1 本次增资过程中发生的工商登记等相关费用，由西藏智汇承担。

4.2 本次增资过程中发生的其他税费，由双方根据国家法律、法规、规章的有关规定，各自缴纳。

第五条 违约责任

除非本协议另有规定，任何一方违反其在本协议项下的任何义务，或违反其在本协议项下的陈述与保证或承诺的，视为该方违约，违约方应向受损害方赔偿因其违约行为而遭受的直接损失，但任何一方均无义务向对方赔偿因该对方欺诈、违约、过失、不当行为或违反本协议项下义务而发生的直接损失和合理费用损失。

第六条 保密

6.1 除非其他方事先书面同意或法律另有规定（包括但不限于上市申报要求），任何一方不能直接或间接地披露，或允许其董事、监事、职员、代表、代理、顾问和律师披露以下保密信息（以下简称“保密信息”）：

（1）本协议的存在；

（2）任何在双方之间关于签订与履行本协议的任何讨论、协议条款或有关本协议的任何其他信息；

（3）任何一方在与其他方就本协议项下增资事宜进行协商或履行本协议过程中获得的关于其他方或其关联企业的任何非公开的信息。

6.2 本协议双方的保密义务在下列情形下除外：

（1）任何保密信息可以披露给任何一方的因参与本协议项下增资事宜而需要知道此等保密信息的工作人员、代表、代理、顾问或律师等，进行该等披露的前提是，前述工作人员、代表、代理、顾问和律师等对保密信息负有保密义务；

（2）如果非因任何一方的原因，导致保密信息已由第三方合法披露而进入公共领域，则任何一方不再对此等保密信息负有保密义务；

（3）按法律、法规要求需要公开披露相关信息。

6.3 不论本协议是否生效、解除或终止，任何一方均应持续负有本协议项下的保密义务，直至保密信息按照法律法规的要求或本协议的约定进入公共领域。

第七条 不可抗力

7.1 任何一方由于不可抗力且自身无过错造成的不能履行或部分不能履行本协议的义务将不视为违约，但应在条件允许下采取一切必要的救济措施，以减少因不可抗力造成的损失。

7.2 遇有不可抗力的一方，应尽快将事件的情况以书面形式通知其他方，并在事件发生后十五日内，向其他方提交不能履行或部分不能履行本协议义务以及需要延期履行的理由的报告。

7.3 由于发生不可抗力，需要延期或解除（全部或部分）本协议时，由双方协商解决。

7.4 不可抗力指任何一方无法预见，不可避免，且不能克服的客观事件，该事件妨碍、影响或延误任何一方根据本协议履行其全部或部分义务。

第八条 通知

任何与本合同有关的需要通知的事项，可用亲自递交、邮件、传真或电子邮件等书面方式送达下列指定地址，如该等通讯信息发生变更，变更方需自变更之日起3个工作日内书面通知另一方。

致西藏智辉

通信地址：西藏自治区拉萨市柳梧新区东环路国际总部城8栋1单元6楼1号

联系人：杨梅

联系电话：13628906927

联系人电子邮件：ym@xzzhky.com

致西藏智汇：

通信地址：西藏自治区那曲市色尼区火车站通站西路2号2栋

联系人：罗平扬

联系电话：13656686961

联系人电子邮件：lpy@xzzhky.com

第九条 协议的生效、变更及解除

9.1 本协议生效的先决条件：

本协议经双方盖章且其各自法定代表人或授权代表签字后成立，经西藏智汇股东大会通过决议，批准本次增资后生效。

9.2 本协议可在下列任何一种情况下予以终止：

(1) 一方严重违反其在本协议项下的义务或做出的承诺和保证不真实或未能实现，导致本协议之目的不能实现或无法实现而构成根本性违约，经一方通知对方在30日内仍不能纠正的，非违约方有权书面通知其他方终止本协议，且可以根据本协议的规定要求违约方承担违约责任且补偿其遭受的损失。

(2) 一方发生其他重大违法、违规行为，或因一方原因导致本协议应该取得的批准或授权没有取得，导致本次增资无法完成或无法顺利完成的，该方承担违约责任，并赔偿守约方全部损失。

(3) 双方协商一致签署终止协议。

(4) 发生不可抗力导致本协议签署目的无法实现。

(5) 本协议约定的其他情形。

9.3 终止的法律后果

(1) 本协议解除、终止后，本协议双方应本着公平、合理、诚实信用的原则返还从对方得到的本协议项下的对价，尽量恢复本协议签订时的状态。

(2) 如果终止是任何一方的故意或过失造成的，该方还应按照本协议承担违约责任并赔偿守约方因此遭受的损失（含其为得到该损失所支付的费用）。

9.4 本协议经双方签署后成立，双方均应严格遵照执行；未经双方协商一致并签署书面协议，任何一方不得要求解除、修改本协议的任何条款。

第十条 适用法律和争议的解决

10.1 本协议的效力、解释及履行应受中华人民共和国（为本协议之目的，不包含香港、澳门和台湾地区）法律管辖。

10.2 本协议履行过程中发生争议，双方应友好协商。协商不成时，则任何一方均有权向被告住所地有管辖权的人民法院起诉。

第十一条 附则

11.1 本协议构成双方就本次增资交易事宜的完整和全面的协议，取代此前双方就本次增资达成的一切口头或书面的协议、协定、安排、承诺。

11.2 未经另一方书面同意，任何一方不得转让其依本协议所享有的权利。

11.3 如果按照任何有关法律，本协议任何一项或多项条款或任何一份或多份本次增资所涉及的其他法律文件被认定为无效、非法或无法执行，则：

(1) 本协议其他条款的效力、合法性与可执行性不受影响或妨碍，并完全有效，除被认定为无效、非法或无法执行的协议之外，本次增资所涉及的其他协议的效力、合法性与可执行性不受影响或妨碍，并完全有效；

(2) 双方应立即将上述无效、非法或不可执行的条款或协议代之以合法、有效且可执行的条款或协议，而该等替代条款或协议的意图应最接近上述无效、非法或不可执行的条款或协议的意图。

11.4 本协议未尽事宜，经双方书面同意，可以修改或补充，合法生效的相应补充或修改文本系本协议不可分割部分。

11.5 本协议一式五份，其中双方各执两份，报工商登记部门一份，均具有同等法律效力。

(以下无正文)

(本页无正文，仅为《西藏智汇矿业股份有限公司增资协议》的签署页)

甲 方:

西藏智辉企业管理合伙企业(有限合伙)

执行事务合伙人/授权代表(签字)



乙 方:

西藏智汇矿业股份有限公司(盖章)

法定代表人/授权代表(签字)



签订时间: 2024 年 8 月 12 日

Deed of Non-Competition

Xizang Zhifeng Industrial Co., Ltd (西藏智峰实业有限公司)

Fan Xiulian (范秀莲)

He Qian (何前)

Lv Xijun (吕喜军)

AND

Xizang Zhihui Mining Co., Ltd. (西藏智汇矿业股份有限公司)

9 December 2025

Contents

1.	Definitions	1
2.	Non-competition undertakings.....	3
3.	Further undertakings	5
4.	Assessment of compliance with non-competition undertakings.....	5
5.	Conditions.....	6
6.	Variation	6
7.	Benefit for the Group	6
8.	Notices.....	6
9.	Other provisions	8
10.	Applicable law and jurisdiction	9

THIS DEED OF NON-COMPETITION (this "**Deed**") is made on 9 December 2025

AMONG:

- (1) **Xizang Zhifeng Industrial Co., Ltd** (西藏智峰实业有限公司), a limited liability company incorporated under the laws of the People's Republic of China ("**the PRC**") whose registered office is at 2nd Floor, West Office Building, Building 1, Xizang Ke'er Information Technology Co., Ltd., South of Gesang Road, West of Linqionggang Road, Xizang Economic and Technological Development Zone, the PRC ("**Xizang Zhifeng**");
- (2) **Fan Xiulian** (范秀莲), of Sun Tower (Tower 1A), The Arch, 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong ("**Ms. Fan**");
- (3) **He Qian** (何前), of Room 101, Building 9, Urban Serenity Apartment, Xihu District, Hangzhou City, Zhejiang Province, the PRC ("**Ms. He**");
- (4) **Lv Xijun** (吕喜军), of Room 101, Unit 2, Building 76-24, Longwan Street, Longgang District, Huludao City, Liaoning Province, the PRC ("**Mr. Lv**"); and
- (5) **Xizang Zhihui Mining Co., Ltd.** (西藏智汇矿业股份有限公司), an company with limited liability incorporated under the laws of the PRC whose registered office is at Building 2, No. 2 Tongzhan West Road, Serni District, Nagqu City, Xizang, thePRC (the "**Company**").

RECITALS:

- (A) Xizang Zhifeng, Ms. Fan, Ms. He and Mr. Lv shall be referred to collectively as the "**Covenantors**" and individually as a "**Covenantor**".
- (B) As at the date of this Deed, Xizang Zhifeng owns approximately 54.12% of the total issued share capital of the Company respectively. Immediately after the Listing, Xizang Zhifeng will continue to be the controlling shareholders of the Company.
- (C) As at the date of this Deed, Ms. Fan, Ms. He and Mr. Lv own as to approximately 41%, 40% and 19%, respectively, of the total issued share capital of Xizang Zhifeng. Immediately after the Listing, Ms. Fan, Ms. He and Mr. Lv will continue to be the controlling shareholders of the Company.
- (D) Application has been made by the Company for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange. In preparation for such listing, each of the Covenantors has agreed to give certain undertakings in favour of the Company as hereinafter provided.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1 In this Deed (including the Recitals), unless the context requires otherwise;

"associate" shall have the same meaning as ascribed to this term under the Listing Rules;

"Board of Directors" means the board of Directors;

"Business Day" means a day (other than a Saturday or Sunday or public holiday in Hong Kong) when banks in Hong Kong are generally open for business;

"Control Threshold" means 30 per cent (or such other percentage as may from time to time be specified in the Takeovers Code as being the level for triggering a mandatory general offer as required thereunder) of the voting power at general meetings of the Company, or control the composition of a majority of the Board;

"controlling shareholder(s)" shall have the same meaning as ascribed to this term under the Listing Rules;

"Director(s)" means the director(s) of the Company from time to time;

"Global Offering" shall have the same meaning as ascribed to this term in the Prospectus;

"Group" means the Company, its subsidiaries, and any future subsidiaries from time to time;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Listing" means the listing of the Shares on the Stock Exchange;

"Listing Rules" means the Rules Governing the Listing of Securities on the Stock Exchange;

"PRC" means the People's Republic of China which for the purpose of this Deed shall exclude Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

"Prospectus" means the prospectus to be issued by the Company in connection with the Listing;

"Restricted Business" means the zinc, lead and copper mining related operations, including geological exploration and mining, processing, smelting and technical services, and production and sales of specialised equipment and supplies and construction materials for zinc, lead and copper mines and/or any other new business that we may undertake from time to time after the Listing within the PRC;

"Restricted Period" means the period (whichever the later) during which:

- (a) the Shares remain listed on the Stock Exchange; and
- (b) the Covenantors and their close associates (other than members of our Group), individually or jointly, are entitled to exercise, or control the exercise of, not less than the Control Threshold of the voting power at general meetings of the Company, or control the composition of a majority of the Board of Directors; or
- (c) the close associates of the Covenantors remain as a director of any member of the Group;

"Shares" means shares of the Company;

"subsidiaries" shall have the same meaning as ascribed to this term in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); and

"Stock Exchange" means the Stock Exchange of Hong Kong Limited; and

"Takeovers Code" means the Code on Takeovers and Mergers approved by the Securities and Futures Commission from time to time.

- 1.2 the singular includes the plural and vice versa and words importing a gender includes every gender;
- 1.3 references to Clauses are, unless otherwise stated, the clauses of this Deed;
- 1.4 references to this Deed shall be construed as a reference to this Deed as the same may have been extended, amended, varied or supplemented from time to time;
- 1.5 the use of headings in this Deed is for convenience only and does not affect its interpretation;
- 1.6 references to a **"company"** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.7 references to the **"parties"** and a **"party"** are to the parties and any party to this Deed;
- 1.8 references to persons shall include references to individuals, bodies corporate, firms, companies, government, state, agencies of a state or any joint venture, association or partnership (whether or not having separate legal personality); and
- 1.9 the words and phrases **"other"**, **"including"** and **"in particular"** shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

2. **Non-competition undertakings**

- 2.1 Subject to Clause 2.2, each of the Covenantors hereby unconditionally and irrevocably undertakes to the Company (for itself and as trustee for its subsidiaries) that, he or it will not, and will procure that none of their respective associates (other than members of the Group) will, during the Restricted Period, directly or indirectly, either on their own account, in conjunction with, on behalf of, or through any person, firm or company, among other things, carry on, participate or be interested, engaged or otherwise involved in or acquire or hold (in each case whether as a shareholder, partner, agent or otherwise and whether for profit, reward or otherwise) the Restricted Business and where they become aware of such engagement of the Restricted Business they shall notify the Company forthwith.
- 2.2 The restrictions which the Covenantors have agreed to undertake pursuant to Clause 2.1 will not apply to the Covenantors with respect to their:
- (a) interests in the shares of any member of the Group; or
 - (b) interests in the shares of a company (other than the Group) which are listed on a recognised stock exchange provided that:
 - (i) the total number of the shares held by each of the Covenantors and/or his or its associates (in aggregate) does not amount to more than 5% of the issued shares of such company; and
 - (ii) each of the Covenantors and/or his or its associates are not entitled to nominate a majority of the directors of that company
- 2.3 Each of the Covenantors further unconditionally and irrevocably undertakes to procure that, during the Restricted Period, any business investment or other commercial opportunity relating to the Restricted Business (the **"Competing Business Opportunity"**) identified by or offered to the Covenantor(s) and/or any of her, his or its close associates (other than members of the Group) shall be first referred to the Company in the following manner:

- (a) The relevant Covenantor(s) is/are required to, and shall procure her, his or its close or their associates (other than members of the Group) to, refer, or procure the referral of, the Competing Business Opportunity to the Company, and shall on a timely basis give written notice (the **"Offer Notice"**) to the Company of any Competing Business Opportunity, containing all information reasonably necessary for the Company to consider whether (i) the Competing Business Opportunity would constitute competition with any of the Restricted Business, and (ii) whether the Group should pursue the Competing Business Opportunity, including but not limited to the nature of the Competing Business Opportunity and the details of the investment or acquisition costs.
- (b) The relevant Covenantor(s) shall be entitled to pursue the Competing Business Opportunity only if (i) the relevant Covenantor(s) has/have received a written notice from the Company declining the Competing Business Opportunity and confirming that the Competing Business Opportunity would not constitute competition with the Restricted Business, or (i) the relevant Covenantor(s) has/have not received the notice from the Company within ten (10) Business Days from the receipt of the Offer Notice by the Company. If there is a material change in the nature, terms and conditions of the Competing Business Opportunity pursued by the relevant Covenantor(s), the relevant Covenantor(s) shall refer such revised Competing Business Opportunity to the Company as if it were a new Competing Business Opportunity by informing the Company in the manner as set out above.

2.4 Upon receipt of the Offer Notice, the Company shall seek opinions and decisions from a committee of its Board of Directors consisting of Directors who do not have a material interest in the Competing Business Opportunity and its relevant matters, which would consider whether (a) such Competing Business Opportunity would constitute competition with the Restricted Business, and (b) it is in the interest of the Company and its shareholders as a whole to pursue the Competing Business Opportunity. Such Covenantor shall be entitled to pursue such Competing Business Opportunity only if (i) he/she/it has received a written notice from our Company declining the Competing Business Opportunity and confirming that the Competing Business Opportunity would not constitute competition with the Restricted Business, or (ii) he/she/it has not received the notice from our Company within ten (10) Business Days from the receipt of the Offer Notice by our Company. If there is any material change in the nature, terms or conditions of such Competing Business Opportunity pursued by the Covenantor, he/she/it shall refer such revised Competing Business Opportunity to our Company as if it were a new Competing Business Opportunity.

2.5 In the event that any of the Covenantors and/or his/her/its associates (other than the Group) wish to dispose of their business investment or interest in any entity relating to the Restricted Business they have acquired, the relevant Covenantor(s) and/or his/her/its associates (other than the Group) shall provide the Group with pre-emptive right (**"Pre-emptive Right"**) to acquire any such interest in the Restricted Business under the same circumstances. Where the relevant committee of the Board of Directors decides to waive the Pre-emptive Right by way of written notice, the relevant Covenantor(s) and/or his or its associates (other than the Group) may offer to sell such business investment or interest in the Restricted Business to other third parties on such terms which are no more favourable than those made available to the Group. In deciding whether to exercise the above Pre-emptive Right, the Directors would consider various factors including the purchase price and their values and benefits, as well as the benefit that they will bring to the Group.

2.6 Each of the Covenantors further unconditionally and irrevocably undertakes to the Company that he/she/it will use his/her/its best endeavour to procure that his/her/its

associates (other than members of the Group) shall observe the restrictions and undertakings contained in this Clause 2.

- 2.7 Each and every undertaking under Clauses 2 and 3 shall be treated as a separate undertaking and shall be severally enforceable as such, and in the event of any undertaking being or becoming unenforceable in whole or in part, such part or parts as are unenforceable shall be deemed to have been deleted from Clauses 2 and 3 and any such deletion shall not affect the enforceability of all remaining parts of Clauses 2 and 3.

3. **Further undertakings**

- 3.1 Each of the Covenantors further unconditionally and irrevocably undertakes to:

- (a) provide and procure his/her/its close associates to provide to the Company on best endeavour basis, all relevant information relating to the implementation of this Deed in their possession and/or the possession of any of their associates necessary for the annual review by the Company's independent non-executive Directors for enforcing this Deed, who would make a written confirmation in the Company's annual report on the compliance with this Deed;
- (b) allow, subject to confidentiality restrictions imposed by any third party, his/her/its representatives and those of the Company's auditors to have access to their financial and corporate records as may be necessary for the Company to determine whether the non-competition undertakings have been complied with by each of the Covenantors and his or its associates; and
- (c) provide the Company, within [ten (10)] Business Days from the receipt of its written request, with a written confirmation in respect of their compliance and that of their associates with the non-competition undertakings and consent to the inclusion of such confirmation in the Company's annual report.

- 3.2 Each of the Covenantors, for himself/herself/itself and on behalf of his/her/its associates (except any members of the Group), have also acknowledged and agreed that the Company may be required by the relevant laws, regulations, rules of the stock exchange(s) on which the Company may be listed and the regulatory bodies to disclose, from time to time, disclose information on the Competing Business Opportunity or on the decision made by the Company as to whether to pursue or decline the Competing Business Opportunity in, including but not limited to, its announcements, circulars or annual reports, and agree to the disclosure to the extent necessary to comply with any such requirement.

4. **Assessment of compliance with non-competition undertakings**

Each of the Covenantors acknowledges and agrees that the Directors who have no material interest in the matters discussed will/may, based on the information available to them, including information and confirmation provided by or obtained from the Covenantor(s) and his/her/its or their associates (other than members of the Group) as described above, review on an annual basis (a) the compliance with the non-competition undertakings; and (b) all the decisions taken in relation to whether to exercise the option under this Deed and whether to pursue any Competing Business Opportunity or other business opportunities which may be referred or offered to the Company by any of the Covenantors and/or his/her/its associates (other than members of the Group) under this Deed. Findings of such review will be disclosed in the Company's annual report after the Listing.

5. **Conditions**

- 5.1 The undertakings under Clauses 2 and 3 are conditional upon the Global Offering becoming unconditional.
- 5.2 If the condition set out in Clause 5.1 is not fulfilled within 30 days from the date of the Prospectus, this Deed shall become null and void without prejudice to any right of the party in respect of antecedent breaches.

6. **Variation**

This Deed cannot be amended or varied save with the prior approval of the shareholders of the Company (other than the Covenantors and their associates who are also the shareholders of the Company and are required by the Listing Rules to abstain from voting in favour of such resolution at the relevant general meeting).

7. **Benefit for the Group**

- 7.1 Each of the Covenantors acknowledges that each of the restrictions and undertakings contained in this Deed is being granted to the Company (for itself and as trustee for each of the other members in the Group).
- 7.2 In order to give effect to Clause 7, the Company hereby declares itself as a trustee for the benefit of the restrictions and undertakings granted by each of the Covenantors contained in this Deed for each of the other members in the Group.

8. **Notices**

- 8.1 Any notice, demand or other communication required to be given or made under this Deed shall be in writing and shall be delivered personally, or sent by post pre-paid (or air mail if overseas), to each of the relevant parties at the address set out below:

in case of communications to the Covenantors, to each of them at:

Xizang Zhifeng Industrial Co., Ltd

(西藏智峰实业有限公司)

2nd Floor, West Office Building, Building 1

Xizang Ke'er Information Technology Co., Ltd.

South of Gesang Road, West of Linqiong Road

Xizang Economic and Technological Development Zone, the PRC

Email: hq@xzzhky.com

Attention: He Qian

Fan Xiulian (范秀莲)

Sun Tower (Tower 1A), The Arch

1 Austin Road West

Tsim Sha Tsui

Kowloon, Hong Kong

Email : fanxl1204@163.com

He Qian (何前)

Room 101, Building 9

Urban Serenity Apartment

Xihu District, Hangzhou City

Zhejiang Province, the PRC

Email : hq@xzzhky.com

Lv Xijun (吕喜军)

Room 101, Unit 2, Building 76-24

Longwan Street, Longgang District

Huludao City, Liaoning Province

the PRC

Email :hld_lxj@163.com

and in the case of communications to the Company, to it at:

Xizang Zhihui Mining Co., Ltd.

(西藏智汇矿业股份有限公司)

Building 2, No. 2 Tongzhan West Road

Serni District

Nagqu City

Xizang, the PRC

Email: ls@xzzhky.com

Attention: Mr. Li Shun (李顺)

or to such other address, number or addressee as each party may by notice advise from time to time to each of the other parties, but without prejudice to the effectiveness of any notice already given in accordance with this Clause 8.1.

8.2 Any notice given in accordance with Clause 8.1 shall be deemed to be given:

- (a) if delivered personally, when left at the relevant address referred to in Clause 8.1;
- (b) if sent by mail (other than air mail), two (2) Business Days after it was posted;
- (c) if sent by air mail, six (6) Business Days after it was posted,

provided that if, under the above provisions, any such notice would otherwise be deemed to be given after 5 p.m.(local time) on a Business Day, such notice shall be deemed to be given at 9 a.m.(local time) on the next Business Day.

- 8.3 In proving the giving of a notice under this Clause 8, it shall be conclusive evidence to prove that it was left at the appropriate address or the envelope containing it was properly addressed and posted was sent in full to the relevant number (as the case may be).
9. **Other provisions**
- 9.1 All rights and remedies conferred on the Company under this Deed are cumulative and are additional to, and not exclusive of, any rights or remedies provided by law or otherwise available at any time to the Company.
- 9.2 In the event that any of the Covenantors shall make default in the performance of their obligations and covenants contained in this Deed, the parties agree and acknowledge that, unless otherwise decided by the Company, the remedy of damages or monetary compensation shall not be sufficient compensation for the Company in the performance of the terms and conditions contained in this Deed, and that the Company shall be entitled to the remedy of specific performance or other injunctive relief against the relevant Covenantor(s).
- 9.3 This Deed and the documents referred to in it constitute the entire agreement, and supersede any previous agreement, between the parties in relation to the subject matter of this Deed provided that this Clause 9.3 shall not operate to exclude or limit any liability arising from fraudulent misrepresentation.
- 9.4 The Company may, in its discretion, in whole or in part release, compound or compromise, or waive its rights or grant time or indulgence in respect of, any liability to it under this Deed without in any way prejudicing or affecting the liability of or its rights against any of the other parties in respect of the same or a like liability.
- 9.5 Neither the single or partial exercise or temporary or partial waiver by the Company of any right, nor the failure by the Company to exercise in whole or in part any right or to insist on the strict performance of any provision of this Deed, nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Company to enforce any right or any such provision shall (except for the period or to the extent covered by any such temporary or partial waiver) operate as a waiver of, or preclude any exercise or enforcement or (as the case may be) any further or other exercise or enforcement by the Company of, that or any other right or provision.
- 9.6 The giving by the Company of any consent to any act which by the terms of this Deed requires such consent shall not prejudice the right of the Company to withhold or give consent to the doing of any similar act.
- 9.7 No purported alteration of this Deed shall be effective unless it is in writing, refers to this Deed and is duly executed by each party to this Deed.
- 9.8 Each provision of this Deed is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of this Deed but (except to that extent in the case of that provision) it and all other provisions of this Deed shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.
- 9.9 This Deed may be executed in any number of counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but, taken together, they shall constitute one instrument.

- 9.10 This Deed shall be binding on and shall ensure for the benefit of the successors in title and personal representatives of each party.
- 9.11 None of the parties shall be entitled to assign the benefit of any rights under this Deed without the prior written consent of the other parties.
- 9.12 Time shall be of the essence of this Deed as regards any time, date or period fixed by this Deed for the performance of any obligation by any of the parties whether as originally fixed or as altered in any manner provided in this Deed.
- 9.13 Each party undertakes to the other parties to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give all parties the full benefit of this Deed.

10. Applicable law and jurisdiction

- 10.1 This Deed shall be governed by and construed in accordance with the law of Hong Kong.
- 10.2 Each of the parties agrees that any legal action or proceeding arising out of or relating to this Deed may be brought in the courts of Hong Kong and each of them hereby irrevocably submits to the non-exclusive jurisdiction of such courts.
- 10.3 Each of the Covenantors hereby irrevocably authorises and appoints Ashurst Hong Kong or such other person or corporation being resident or incorporated in Hong Kong (as the case may be) to accept service of all legal process arising out of or in connection with this Deed and service on such person shall be deemed to be service on any of the Covenantors.

IN WITNESS WHEREOF the parties have executed this Deed as a deed on the day and year first above written.

Executed and delivered as a deed

)

for and on behalf of

)

Xizang Zhifeng Industrial Co., Ltd

)

(西藏智峰实业有限公司) and signed by:

)

Name: He Qian

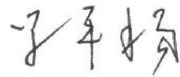
)

Title: Executive Director

)




in the presence of:



Witness' signature

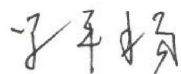
Name: Luo Pingyang

Executed and delivered as a deed by



Fan Xiulian (范秀蓮)

in the presence of:



Witness' signature

Name: Luo Pingyang

Address: Hangzhou, Zhejiang Province

Occupation:

Executed and delivered as a deed by

He Qian (何前)

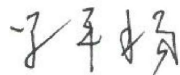
)

)

)



in the presence of:



Witness' signature

Name: Luo Pingyang

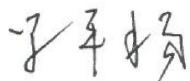
Executed and delivered as a deed by

Lv Xijun (吕喜军)

)
)
)

Handwritten signature of Lv Xijun in black ink, consisting of stylized Chinese characters.

in the presence of:

Handwritten signature of Luo Pingyang in black ink, consisting of stylized Chinese characters.

Witness' signature

Name: Luo Pingyang

The Company

Executed and delivered as a deed)
for and on behalf of)
Xizang Zhihui Mining Co., Ltd.)
(西藏智汇矿业股份有限公司) and signed by:)
Name: He Qian)
Title: Executive Director)



in the presence of:

Witness' signature

Name: Luo Pingyang

2025 年 12 月 9 日

西藏智汇矿业股份有限公司

斯派柯国际有限公司

国金证券(香港)有限公司

迈时资本有限公司

基石投资协议

目录

条款

页数

1.	定义及解释	1
2.	投资	6
3.	交割条件	7
4.	交割	8
5.	对投资者的限制	9
6.	承认、陈述、承诺及保证	11
7.	终止	19
8.	公告及机密性	20
9.	通知	21
10.	一般条款	22
11.	管辖法律及司法管辖权	24
12.	豁免权	24
13.	副本	24
附表一 投资者股份		I-1
附表二 投资者详情		II-1

本协议于 2025 年 12 月 9 日订立

订约方：

- (1) 西藏智汇矿业股份有限公司，于 2014 年 11 月 28 日在中华人民共和国注册成立的股份有限公司，注册地址为中国西藏那曲市色尼区通站西路 2 号 2 栋（「本公司」）；
- (2) 斯派柯国际有限公司，一家在香港注册成立的公司，其注册办事处位于 香港上环皇后大道中 183 号中远大厦 48 楼 4802 室（「投资者」）；
- (3) 国金证券(香港)有限公司，其注册办事处位于香港上环皇后大道中 183 号中远大厦 35 楼 3501-08 室（「国金」）；
- (4) 迈时资本有限公司，其注册办事处位于香港上环德辅道中 188 号金龙中心 26 楼 2602 室（「迈时」）；

(国金和迈时作为联席保荐人合称为「联席保荐人」及各自称为「联席保荐人」； 国金和迈时作为整体协调人合称为「整体协调人」及各自称为「整体协调人」)

鉴于：

- (A) 本公司已提出申请以全球发售（「全球发售」）的方式使其 H 股份（定义见下文）本于联交所（定义见下文）上市，包括：
 - (i) 本公司公开发售 12,196,000 H 股份（可予重新分配）以供于香港公众认购（「香港公开发售」）；及
 - (ii) 本公司根据《证券法》（定义见下文）S 规例（定义见下文）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）有条件地配售 109,756,000H 股份（可予重新分配）（「国际配售」）。
- (B) 国金和迈时正担任全球发售的联席保荐人；国金和迈时正担任全球发售的整体协调人及资本市场中介。
- (C) 投资者有意认购投资者股份（定义见下文）作为国际配售的部分，惟须受本协议所载条款及条件规限并以其为基础。

兹协议如下：

1. 定义及解释

- 1.1 在本协议中（包括其附表及条款），下列各字词具有下述涵义，除文意另有所指外：

某一个人或实体的「**联属人士**」，除非文意另有所指，指即透过一位或多位中介者 直接或间接控制或受控于特定任何个人或实体或与特定个人或实体共同受控的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「共同受

控」)指拥有直接或间接的权力指示或致使指示对个人的管理和政策,不论是透过有投票权的证券的拥有权、合约或其他方式;

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额;

「**批准**」具有第 6.2(g) 条赋予该词的涵义;

「**联系人**」/「**紧密联系人**」具有《上市规则》赋予该词的涵义,复数形式的「**联系人**」/「**紧密联系人**」应作相应诠释;

「**经纪佣金**」指根据《上市规则》「费用规则」(如《上市规则》所定义)中的第 7(1) 段规定总投资金额的 1%计算的经纪佣金;

「**营业日**」指香港持牌银行通常开门办理业务及联交所开放办理证券交易业务之任何日子(星期六、星期日或公众假期除外);

「**资本市场中介人**」指参与全球发售的资本市场中介人,具有《上市规则》赋予的涵义;

「**中央结算系统**」指香港中央结算有限公司建立的香港中央结算及交收系统;

「**交割**」指根据本协议条款及条件订立的认购投资者股份的交割;

「**《公司条例》**」指《公司条例》(香港法例第 622 章),经不时修订或补充;

「**《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),经不时修订或补充;

「**关连人士**」/「**核心关连人士**」具有《上市规则》赋予该词的涵义,复数形式的「**关连人士**」/「**核心关连人士**」须据此解释;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义;

「**《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),经不时修订或补充;

「**控股股东**」具有《上市规则》赋予该词的涵义(文义另有所指除外),复数形式的「**控股股东**」须据此解释;

「**中国证监会**」指中国证券监督管理委员会;

「**中国证监会备案规则**」指由中国证监会发布的、不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及配套指引;

「**处置**」包括(就任何相关股份而言)直接或间接;

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或代表收取相关股份权利或当中任何权益的任何其他证券的任何法定或实益权益直接或间接、有条件或无条件地提呈发售、质押、抵押、出售、按揭、借出、设立、转让、让予或另行处置（包括通过设立或任何协议设立或出售或授予或同意出售或授予任何期权或订约购买、认购、借出或另行转让或处置或购买或同意购买任何期权、合约、权证或出售权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或出售权利），或对其订立任何性质的任何第三方权利或订约而为之；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份，或任何对相关股份的实益权益或任何利益，或任何有关其他证券或其中的任何权益的任何经济后果或所有权附带利益；或
- (iii) 直接或间接订立与上文 (i) 及 (ii) 所述任何交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公告或透露有意进行、订立上文 (i)、(ii) 及 (iii) 所述任何交易，在各种情况下，均不论上文(i)、(ii) 及 (iii) 所述任何交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、现金或以其他方式结算，以及名词形式的「**处置**」须相应解释；

「**FINI**」具有上市规则赋予该词之涵义；

「**全球发售**」具有绪言 (A) 赋予该词的涵义；

「**政府部门**」指任何政府部门、监管当局、行政组织、委员会、机构、部门或其代理，或任何证券交易所、自我监管组织或其他非政府监管部门，或任何法院、司法机构、审裁处或仲裁员，不论是国家、中央、联邦、省级、州级、地区、市级、地方、本地、外地或超国家的相关组织（包括但不限于联交所、证监会和中国证监会）；

「**集团**」指本公司及其附属公司，或如文义已有所指，就本公司成为其现时附属公司的控股公司之前的期间而言，则指有关附属公司（犹如有关公司当时已成为本公司的附属公司）；

「**港元**」指香港的法定货币；

「**H 股份**」指本公司股本中每股面值人民币 1.00 元，并拟在联交所上市及以港元进行交易的普通股；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有绪言 (A) 赋予该词的涵义；

「**获弥偿方**」或单数形式的「**获弥偿方**」（即获弥偿方之一）具有第 6.5 条赋予该词的涵义；

「**国际配售**」具有绪言 (A) 赋予该词的涵义；

「**国际配售通函**」指预期由本公司就国际配售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

「**投资者股份**」指投资者根据本协议条款及条件于国际配售认购、按附表一计算并由本公司及整体协调人厘定的 H 股份数目；

「**法律**」指所有相关司法管辖区的任何政府部门（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法、立法、条例、措施、规则、规例、指引、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

「**征费**」在各种情况下指总投资金额的 0.0027% 的证监会交易征费（或于上市日期的当前征费），0.00565% 的联交所交易费（或于上市日期的当前交易费）及 0.00015% 的财务汇报局交易征费（或于上市日期的当前征费）；

「**上市日期**」指 H 股份首次于联交所主板上市的日期；

「**《上市指南》**」指由联交所刊发，经不时修改，补充或变更的《新上市申请人指南》；

「**《上市规则》**」指经不时修改，补充或变更的《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策、指引及其他要求；

「**禁售期**」具有第 5.1 条赋予该词的涵义；

「**发售价**」指根据全球发售将发售及出售的每股 H 股份的最终港元价格（不包括经纪佣金和征费）；

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

「**中国**」指中华人民共和国，惟在本协议中并不包括香港、澳门特别行政区及台湾；

「**初步发售通函**」指预期由本公司就国际配售向有意投资者（包括投资者）发出的初步发售通函（经不时修订及补充）；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

「**招股章程**」指本公司就香港公开发售拟在香港刊发的招股章程；

「**公开文件**」指国际配售的初步发售通函及国际配售通函和本公司就香港公开发售将刊发的招股章程，以及本公司可能就全球发售刊发的有关其他文件及公告，各自均经不时修订及补充；

「**S 规例**」指根据证券法下之 S 规例；

「**监管机构**」具有第 6.2(i) 条赋予该词的涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组因投资者股份而衍生的本公司任何股份或其他证券或权益（不论该些交易是否以现金或其他形式结算）；

「**《证券法》**」指《1933 年美国证券法》（经修订）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指经不时修改，补充或变更的《证券及期货条例》（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所给予的涵义；

「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》下的 S 规例所给予的涵义。

1.2 除文义另有所指者，于本协议：

- (a) 凡提述「**条款**」、「**分条款**」或「**附表**」之处均指对本协议的条款、分条款及附表的提述；
- (b) 索引、条款及附表标题仅为方便而设，不得影响本协议的解释或诠释；
- (c) 陈述及附表构成本协议的组成部分，犹如具有于本协议的主体明文列出的相同效力及效果，凡提述本协议之处须包括陈述及附表；
- (d) 单数形式均包括复数形式（反之亦然）；带有性别意义的字眼亦均包括男性及女性两种性别；
- (e) 凡提述本协议或其他文书均包括任何对本协议或该文书的变更或取代者；
- (f) 凡提述法例、法例条文、法规或规则均包括对下列的提述：
 - (i) 不时对于该法例、条文、法规或规则所作出的整合、修订、补充、修改、重新订立，或取替；
 - (ii) 被废除并重新订立的任何法例、法例条文、法规或规则（无论有否修改）；及
 - (iii) 任何按该法规或条文所订立的附属法例；

- (g) 凡提述「**法规**」均包括任何政府、政府间或超国家性质机构、代理机构、机关、部门或任何监管或自律组织或其他监管机构或组织的任何成文法规、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；
- (i) 凡提述「**人士**」均包括提述个人、商号、公司、法人团体、非法人团体或部门、政府、国家或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；
- (j) 凡提述「**包括**」一词均应被诠释为包括但不限于；及
- (k) 凡提述任何法律行动、补救措施、方法或司法程序、法律文件、法律地位、法庭、官员，或其他有关任何香港以外的司法管辖区的法律概念或事宜，均被视作包括在该司法管辖区内和香港有关法律词汇最相近的法律词汇。

2. 投资

- 2.1 在满足下文第 3 条所述条件（或由订约方宽免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人予以宽免）后及本协议的其他条款和条件：

(a) 透过整体协调人及 / 或其联属人士（作为国际配售相关部分的国际包销商的代表），投资者将按发售价认购及本公司将向投资者发行、配发及配售及整体协调人将在上市日期，向投资者分配及 / 或交付（视乎情况而定）或致使投资者获分配及 / 或交付国际配售项下（或作为其部分）投资者股份；

(b) 而投资者将按照第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

- 2.2 投资者可选择向本公司、联席保荐人及整体协调人以在上市日期前不少于 五 个营业日送达书面通知通过投资者的全资附属公司认购投资者股份，而该附属公司为专业投资者及(i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

投资者应促使上述全资附属公司在当天向本公司、联席保荐人及整体协调人提供书面确认其同意受本协议中由投资者所给予的相同协议、陈述、保证、承诺、承认及确认约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者代表自身及上述全资附属公司所作出；及

投资者 (i) 无条件及不可撤销地向本公司、联席保荐人及整体协调人保证上述全资附属公司适当及准时履行及遵守其在本协议下的所有协议、责任、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及 (ii) 承诺在各获弥偿方要求下将按照第 6.5 条全额及有效地赔偿各获弥偿方。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、联席保荐人或整体协调人支付任何上述全资附属公司在本协议下有责任支付的金额，并立即在被要求时履行任何上述全资附属公司在本协议下的义务而无需本公司、联席保荐人或整体协调人先行向上述全资附属公司或任何其他人士采取行动。除文义另有指明者外，本协议中「投资者」一词应诠释为包括上述全资附属公司。

- 2.3 本公司及整体协调人（代表彼等本身及全球发售包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一厘定，而且有关决定将为最终定论且对投资者有约束力，有明显错误则除外。

3. 交割条件

- 3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售及 / 或交付（视情况而定）或致使发行、配发、配售及 / 或交付（视情况而定）的义务只能在下述各项条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人予以宽免）在交割或以前获订约方履行或宽免后，方告作实：

- (a) 香港公开发售包销协议和国际配售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），或其由订约方通过协议的方式予以宽免或修改；
- (b) 整体协调人（代表其自身及全球发售包销商）和本公司已就全球发售议定发售价；
- (c) 联交所上市委员会已批准许可 H 股份（包括投资者股份及其他适用的宽免及批准）上市及买卖，有关批准、允许或宽免在 H 股份开始于联交所买卖前未被撤销；
- (d) 任何政府部门未制定或公布任何禁止完成全球发售或本协议所预期进行的交易的法律，以及并无具有主管司法管辖权的法院并作出实际阻止或禁止完成有关交易的命令或禁令；及
- (e) 投资者于本协议的陈述、保证、确认、承认和承诺均属（截至本协议日期）及将在所有方面属（截至上市日期及交付日期（如适用））准确、完整、真实且不具误导性，以及投资者未有违反本协议。

- 3.2 倘订约方未有满足或宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人于本协议日期后 180 天日期或之前（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）予以宽免），投资者购买及本公司及整体协调人发行、配发、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议向任何其他各方支付的任何款项须不计利息尽商业可行的情况下由有关其他各方退还予投资者（并在任何情况下不迟于由本协议终止日期的 30 天内），而本协议将终止及失效；本公司、联席保荐人及 / 或整体协调人的所有义务及责任亦将终结及终止，惟本协议依据第 3.2 条终止不得损害任何订约方于该终止时或之前就本协议条款对其他订约方的既有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利

以纠正于截至本条上述日期之期间任何违反投资者于本协议作出的陈述、保证或承诺或承认。

- 3.3 投资者确认，无法保证全球发售将会完成，或不会被延迟或终止，或若发售价并不在公开文件所述的意向性发售价范围内。若全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成，或若发售价并不在公开文件所述的意向性发售价范围内，则本公司、联席保荐人或整体协调人或其董事、高级人员、雇员、代理、代表、联系人、合伙人或联属人士对投资者概不产生任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成或若发售价并不在公开文件所述的意向性发售价范围内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、董事、高级人员、雇员、代理、代表、联系人或合伙人提起任何申索或诉讼的任何权利（如有）。然而，由具有管辖权的法院作出最终司法裁定仅且直接因本公司、联席保荐人或整体协调人的故意违约或重大过失引起的损失、费用、开支、索赔、责任、诉讼或损害则不在此列。

4. 交割

- 4.1 受第 3 条及本第 4 条规限，投资者将根据及作为国际配售一部分以及通过整体协调人（及／或其各自联属人士）以他们作为国际配售相关部分的国际包销商的身份按发售价认购投资者股份。因此，投资者股份将在国际配售交割的同时，按本公司及整体协调人（或／其各自联属人士）决定的时间及方式予以认购。
- 4.2 无论投资者股份何时交付，投资者须于上市日期香港时间上午八时正前以立即可用的结算资金按同日信贷值以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日书面通知予投资者的港元银行账户全额支付所有投资者股份的总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 待根据第 4.2 条就投资者股份如期付款后，向投资者交付投资者股份应通过中央结算系统作出，作出方式为于上市日期或交付日期（视情况而定）将投资者股份直接存入中央结算系统中，以寄存于投资者于上市日期前不迟于两（2）个营业日书面通知予整体协调人的该中央结算系统投资者参与户口或中央结算系统股份账户。
- 4.4 在不损害本第 4 条其他约定的情况下，投资者股份的交付及支付可以循任何由本公司、联席保荐人及整体协调人以及投资者以书面同意的其他方式作出，前提是投资者股份的付款不得晚于上市日期香港时间上午八时正（与交付投资者股份的时间及方式并无关系）。
- 4.5 倘若总投资金额及相关经纪佣金及征费（不论全数或部分）并非以本协议中所指明的时间及方式所收取或支付，则本公司、联席保荐人及整体协调人保留权利以他们的绝对酌情权终止本协议。在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将停止及终结（但无损本公司、联席保荐人及整体协调人所有任何向投资者因其未能履行本协议下义务所提起的申索）。投资者在任何情况下负上全部责任及应以税后基础全数弥偿各获弥偿方可能蒙受或产生因投资者未能按第 6.5 条全数支付总投资金额及相关经

纪佣金及征费所引致或相关的任何损失及损害赔偿以及使各获弥偿方免于承担有关赔偿责任。

- 4.6 如果由于本公司、联席保荐人或整体协调人（视情况而定）无法控制的情况而被阻止或延迟履行本协议项下的义务，则本公司、联席保荐人及整体协调人及其各自附属人士不对因履行本协议义务的任何失败或延迟承担责任，及有权终止本协议，包括但不限于天灾、洪水、疾病、流行病或大流行病的爆发或升级、宣布国家、国际、区域紧急情况、灾难、危机、经济制裁、爆炸、地震、火山爆发及其他自然灾害、瘫痪政府运作、公共骚乱、政治不稳定或威胁和敌对行动升级、战争（无论宣战或未宣战）、恐怖主义、叛乱、传染性疾病爆发、火灾、暴乱、内乱、罢工、停工、其他工业行动、严重的交通中断、电力或其他供应的一般故障、飞机碰撞、意外或机械或电动故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷和任何现有或未来法律、法令、法规的变更，任何现有或未来的政府活动等类似情形。
- 4.7 如未能符合上市规则的要求，包括但不限于(i)第 8.08(3)条规定，即在上市日期由公众人士持有的 H 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%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），整体协调人及本公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合上市规则的规定。

5. 对投资者的限制

- 5.1 在第 5.2 条的规限下，投资者为其自身及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）向本公司、联席保荐人及整体协调人同意、作出契诺并承诺未经本公司、联席保荐人及整体协调人的事先书面同意，投资者不会且将促使其附属人士不在自上市日期（含该日）起至六 (6) 个月内（含该日）止的期限内（「禁售期」）的任何时间（不论直接或间接），(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或与第三方签约订立处置相关股份的交易或公开宣布订立(i)所提及的该等交易的意图；(iii)允许自身有控制权上的转变（定义见证监会的《公司收购、合并及股份回购守则》）；或 (iv) 直接或间接订立与于上述交易具有相同经济效果的任何交易。如果在禁售期后的任何时间出售任何有关股份，投资者应在拟议出售前书面通知本公司、整体协调人和联席保荐人，并应确保：(a)该出售符合所有适用法律；及(b)投资者将尽最大努力确保该出售不会造成股份的市场混乱和虚假。
- 5.2 第 5.1 条所载条文不得阻止投资者向投资者的任何全资附属公司及/或投资者的控股公司招金矿业股份有限公司（“招金矿业”）及/或招金矿业的附属公司（统称“合资格受让人”）转让所有或部分相关股份，但前提是在所有情况下：
- (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，以及（如本公司、联席保荐人及保荐人兼整体协调人要求）该准受让人为合资格受让人的证据；

- (b) 在进行该转让之前，合资格受让人给予书面承诺（以本公司、联席保荐人及整体协调人为受益人，且条文均令本公司、联席保荐人及整体协调人满意）同意，且投资者承诺该全资附属公司将受投资者于本协议下的义务所约束，包括但不限于第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该合资格受让人应被视为给予与第 6 条中相同的确认、陈述、承诺及保证；
- (d) 投资者及该合资格受让人应被视为由其持有的所有投资者股份的投资者，并共同及个别承担本协议下施加的所有责任及义务；
- (e) 在禁售期届满前的任何时间，若该合资格受让人不再是或将不再满足合资格受让人的资格，则其须（及投资者须促使该附属公司）立即，及在不再是合资格受让人之前，将其持有的相关股份悉数及有效地转让给投资者或投资者的其他合资格受让人，该其他全资附属公司须（或由投资者促使）发出书面承诺（以令本公司、联席保荐人及整体协调人满意的条文，并以本公司、联席保荐人及整体协调人为受益人）同意且投资者应促使该其全资附属公司同意，将受本协议项下的义务约束，包括但不限于本第 5 条所载对投资者施加的限制并在此下给予相同的确认、确认、承诺、陈述和保证，犹如该合资格受让人自身受限于该等义务及限制，投资者及投资者的该全资附属公司须被视为他们所持有的所有相关股份的投资者，并须共同及个别承担本协议施加的所有责任及义务；及
- (f) 该合资格受让人为(i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总持股（直接及间接）应低于本公司的全部已发行股本的 10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），及在上市日后的十二（12）个月内，其不会成为公司的核心关连人士（具有上市规则项下的涵义）。此外，投资者及其紧密联系人在公司已发行股本（直接和间接）的总持股量不会致使公众（具有上市规则及联交所诠释的涵义，包括但不限于上市规则第 8.08 条）持有公司证券总数的水平低于上市规则要求或联交所另行批准且不时适用于公司的水平。投资者同意在其知悉任何上述情况时，将立即以书面通知本公司、整体协调人及联席保荐人。

5.4 投资者同意投资者将以自营投资基准持有本公司的股本，及在本公司、联席保荐人及 / 或整体协调人的合理要求下向本公司、联席保荐人及整体协调人提供合理证明，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及促使其控股股东、联系人及其各自实益拥有人均不会在全球发售建簿过程中申请或预购股份（投资者股份除外）或在香港公开发售中作出股份申请，除非该等行为已按照《上市指南》第 4.15 章的指引向公司、联席保荐人及整体协调人披露，并获得联交所批准。

5.5 投资者及其附属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东（定义见招股章程）、集团的任何其他成员或其各自的附属人士、董事、高级人员、雇员或代理订立任何协议或安排，包括任何与上市规则不一致或相悖的附函（包括联交所刊发之《上市指南》第 4.15 章或由监管机构刊发的书面指引）。投资者进一步确认并

承诺，概无他们或他们的联属人士、董事、高级职员、雇员或代理人或最终实益拥有人已经或将会签订此类安排或协议。投资者本身及其任何联属人士、董事、高级职员、监事（如适用）、雇员、员工、联系人、合作伙伴、顾问、代理或代表将对任何违反本 5.5 条的行为负责。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、联席保荐人及整体协调人承认、同意及确认：

- (a) 本公司、联席保荐人及整体协调人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价没有定于公开文件列明的指示性区间内，以及如果全球发售因任何原因而延迟、未进行或未完成，或发售价没有定于公开文件列明的指示性区间内，前述人士概不会对投资者及其联属人士负有任何责任，且投资者特此放弃以全球发售因任何原因推迟或未按预期日期和时间完成或根本未完成或发售价不在公开文件所载指示性范围内为由向本公司、联席保荐人及整体协调人及其各自的联属人士提起任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的订约方之间的关系和安排须在公开文件及全球发售的其他营销及路演材料中披露，而且公开文件及该等其他营销及路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供公众查阅；
- (c) 成为根据上市规则要求向联交所提交的或在 FINI 上提交的有关投资者的信息将会与公司、中国证监会、联交所、证监会以及香港的其他监管机构共享，并将包含在整合获配售人名单中，该名单将在 FINI 上披露给参与全球发售的整体协调人；
- (d) 发售价将完全根据全球发售的条款及条件厘定，投资者并无任何权利对之作出任何反对；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际配售的国际包销商的代表身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲、章程细则或其他章程或章程性质文件及本协议的条款和条件及任何适用法律接受投资者股份；
- (g) 投资者股份的数量可被以下因素影响：在香港公开发售及国际配售期间按《上市规则》第 18 项应用指引及《上市指南》第 4.14 章而作出的 H 股份重新分配或联交所不时批准适用于本公司的该等百分比；
- (h) 整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数目的分配，以符合《上市规则》的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，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%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）

项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40%的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (i) 公司、联席保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；
- (j) 在或接近签订本协议时或其后（但须在任何在国际配售交割前），本公司、联席保荐人及 / 或整体协调人已经或可能及 / 或打算和一个或多个其他投资者签订类似投资的协议作为国际配售的一部份；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州证券或其他司法权区法律登记，且不得在美国或向或为任何美国人士或为其利益或为其利益或在任何其他司法权区为任何人士本身或为其利益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效登记声明或获豁免《证券法》登记要求者或不受上述者规限的交易除外（对于任何其他司法管辖区而言，则获有关司法权区适用法律允许者除外）；
- (l) 投资者明白及同意投资者股份的转让仅可根据 S 规例在美国境外通过「离岸交易」（定义见《证券法》S 规例）进行，并在各情况而言根据任何美国州份及任何其他司法管辖区适用的证券法律，及代表投资者股份的任何股票须附有以上大致情况的备注；
- (m) 投资者明白，本公司、联席保荐人、整体协调人或国际配售的任何国际包销商及其各自附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、员工、代理、顾问、联营公司、合伙人和代表均无对后续再销售、转售、质押或转让投资者股份就《证券法》下第 144A 条规则或任何其他适用豁免的可用性作出任何声明；
- (n) 除第 5.2 条规定外，对于附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 投资者已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》）的信息：(i) 除按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「获授权代表」）披露仅作评估投资投资者股份用途或法律要求外不得向任何人士披露有关信息，直至有关信息在投资者、或其任何获授权代表没有过失的情况下变成公开信息；(ii) 彼等各自将尽最大努力确保其获授权代表（按照本第 6.1(o)条获透露有关信息透露的人士）不会向获授权代表以外人士披露有关信息（按需知情基准披露者除外）；以及 (iii) 并无及将确保其获授权代表（按照本第 6.1(o)条将获透露有关信息的人士）不会以将导致任何违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕人士交易规定）的方式，直接或间接购买、出售或买卖或以其他方式交易本公司或其联属人士或联系人的 H 股份或其他证券或衍生工具；

- (p) 以保密基础提供予投资者的本协议、招股章程草稿、初步发售通函草稿所载信息以及任何其他可能已以保密基础提供予投资者及 / 或其代表的材料（不论书面或口头上的）均不可向任何其他人士复制、披露、传阅或散播，及如此提供的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不应依赖有关信息。为免生疑问：
- (i) 招股章程草稿、初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料均不构成邀请或要约或招揽于任何不允许有关要约、招揽或销售的司法管辖权区收购、购买或认购任何证券，而任何载于招股章程草稿或初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头上的）均不构成任何合约或承担的基础；
 - (ii) 不得以初步发售通函草稿或招股章程草稿或任何其他可能提供予投资者及 / 或其代表的材料为基础，作出或接收认购、收购或购买任何 H 股份或其他证券的书面或口头要约或邀请；及
 - (iii) 初步发售通函草稿或招股章程草稿或可能提供予投资者的任何其他材料（不论书面上或口头上的）有可能在本协议签订后再作出更改，投资者不应倚赖相关草稿来决定是否投资于投资者股份。投资者谨此对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；
- (q) 本协议并不集体或分别构成于美国或任何其他有关要约属非法的司法管辖权区出售证券的要约；
- (r) 投资者已被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者及 / 或其代理提供有关投资者或代投资者要求的投资于投资者股份的所有文件和信息；
- (s) 在作出投资决定时，投资者仅已及将依赖本公司发布的国际配售通函所提供的信息，并未或将不会依赖本公司、联席保荐人及 / 或整体协调人或代本公司、联席保荐人及 / 或整体协调人于本协议日期或之前提供给投资者（包括其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），且可能与国际配售通函中提供的信息相冲突、未载入当中或被当中信息所取代的任何其他信息，以及本公司、联席保荐人、整体协调人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际配售通函中未载列的任何信息的准确性或完整性作出任何声明及提供任何保证或承诺，且本公司、联席保荐人、整体协调人及其各自顾问及其联属人士不因使用该等信息而曾经或将会对投资者或其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；
- (t) 联席保荐人、整体协调人、其他包销商或他们各自的董事、高级人员、雇员、附属公司、代理、联系人、代表、合伙人及联属人士概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。除最终国际发售通函所载列者外，本公司及其董事、高级人员、雇员、

附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。

- (u) 投资者会遵守本协议、《上市规则》及任何适用法律下不时适用其处置（直接或间接）任何相关股份（就此而言其属或将为（直接或间接）或招股章程显示为实益拥有人）的所有限制（如有）；
- (v) 投资者已就本公司，本集团及投资者股份及本协议载列的投资者股份认购条款自行进行调查，且已获得其认为必要或适当或其自身就包括有关投资于投资者股份的税务、监管、财务、会计、法律、货币及其他方面信纳以及其对于投资者而言的适合性的自身独立建议（包括税务、监管、财务、会计、法律、货币及其他方面），以及并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商、资本市场中介人（或为彼等）就全球发售获取或开展（视情况而定）的任何建议（包括税务、监管、财务、会计、法律、货币及其他方面）或任何尽职审查或调查或其他建议或告慰，且本公司、联席保荐人、整体协调人或他们各自的联系人、联属人士、董事、高级人员、雇员、顾问或代表概不对认购投资者股份或与投资者股份交易有关的任何税务、监管、财务、审计、法律、货币或其他经济或其他后果承担任何责任；
- (w) 投资者明白，投资者股份目前并无公开市场，及本公司、联席保荐人、整体协调人及资本市场中介人高级人员并未就投资者股份将存在公开市场作出任何保证；
- (x) 如全球发售因任何原因延迟或终止或未能完成，本公司、联席保荐人、整体协调人或任何其各自的联系人、联属人士、董事、高级人员、雇员、顾问、代理或投资者代表或其他的附属公司均不会负有责任；
- (y) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股份数目及(ii) 香港公开发售及国际配售项下分别待发行的 H 股份数目拥有绝对酌情权；
- (z) 买卖相关 H 股份须遵守适用的法律法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何有资格的证券交易所的相关规则对股票买卖的限制；
- (aa) 投资者（一方）与公司、公司任何股东、整体协调人及/或联席保荐人（另一方）之间并无就全球发售订立任何其他协议（本协议及投资者与公司签订的保密协议（如有）除外）；
- (bb) 公司将不承认任何不符合本协议所述限制的与相关股份的要约、出售、质押或其他转让；及
- (cc) 投资者同意投资者股份的相关总投资金额及相关经纪佣金和征费，须于上市日期香港时间上午 8 时正 或根据第 4.4 条协定的其他日期之前缴付。

6.2 投资者进一步向本公司、联席保荐人及整体协调人声明、保证和承诺：

- (a) 投资者根据其注册成立地点的法律妥为注册成立并有效存续，并无就其清算或清盘而提出任何呈请、命令或通过决议案；
- (b) 其有资格接收和使用本协议项下的资料（包括但不限于本协议、招股章程草拟本和初步发行通函草拟本），这不会违反适用于该投资者的所有法律或需要在该投资者所在的司法管辖区内进行任何注册或获得许可；
- (c) 投资者具有按当前方式拥有、使用、租赁及经营其资产，及开展其业务的法定权利和权限；
- (d) 投资者拥有订立本协议及履行其于本协议项下的义务的十足权力、权限及能力，且已采取签立及交付本协议、订立及进行本协议项下拟进行的交易及履行其于本协议下的义务所有所需行动（包括取得任何政府或监管机构或其他第三方的所有所需同意、批准及授权），因此，除第 3.1 条规定的条件外，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、批准和授权的约束；
- (e) 本协议已获投资者妥为授权、执行及交付，并构成合法有效而且对投资者具约束力及可向他们按本协议条款行使的责任。
- (f) 投资者已采取及将在本协议期间采取履行本协议下义务、令本协议下拟进行的交易及本协议生效所需的所有必要行动，并遵守所有相关法律；
- (g) (i) 所有按任何适用于投资者的相关法律投资者须就本协议而认购的投资者股份需取得的同意、批准、授权、许可及登记（「批准」）已被取得及具十足效力及效用；(ii) 不受限于任何尚未被满足或履行的先决条件；及 (iii) 截至本协议日期，该等批准并无被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再具有完全效力和作用，将立即通知本公司、联席保荐人及整体协调人。
- (h) 就投资者签立及交付本协议、履行本协议及认购或收购（视乎情况而定）投资者股份而言，投资者将不会抵触或上述者不会导致投资者抵触：(i) 投资者的组织大纲及组织章程细则（或同等章程或章程性文件）的任何条文；或 (ii) 投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购或收购（视乎情况而定）投资者股份以其他方式分别适用于投资者的法律；或 (iii) 对投资者具有约束力的任何协议或 其他文书(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；
- (i) 投资者已经遵守并会遵守所有司法管辖区所有适用于认购投资者股份的法律，包括直接或间接通过本公司、联席保荐人及/或整体协调人向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称“监管机构”）提供或促使提供信息，以及 同意并同意在每种情况下根据适用法律的要求或任何监管机构不时的要求披露此类信息（包括但不限于 (i) 投资者的身份信息和其最终受益所有人及/或最终负责发出与认购投资者股份有关的指示的人（包括但不限于他们各自的姓名和名称） 公司注册地）； (ii) 本协议项下拟

进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、投资总额以及本协议项下的禁售限制）； (iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）； (iv) 投资者或实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为，“**投资者相关信息**”）在任何监管机构要求的时间内，投资者进一步授权公司、联席保荐人及整体协调人或其各自的关联公司、董事、高管、员工、顾问和代表根据上市规则或适用法律的要求或任何相关监管机构的要求，向此类监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关的信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致 (i) 其能评估投资者股份潜在投资的优点及风险； (ii) 其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资； (iii) 其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及 (iv) 其在投资发展程度类似之公司的证券的交易方面具备经验；
- (k) 投资者是专业投资者，而且并不会因签订本协议而成为任何联席保荐人、整体协调人或包销商与其项下交易相关的客户；
- (l) 投资者正为自身利益、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，投资者无权提名任何人士为本公司的董事或高级人员；
- (m) 投资者在美国境外认购投资者股份，且投资者是透过「离岸交易」（定义见《证券法》S 规例）认购投资者股份，而且并不是美国人士；
- (n) 投资者透过豁免于或不受限于《证券法》登记规定的交易而认购投资者股份；
- (o) 投资者及投资者的实益持有人及 / 或联系人 (i) 是本公司的独立第三方； (ii) 并非本公司的关连人士（定义见《上市规则》）或联系人，而投资者对投资者股份的认购并不会导致投资者及其实益持有人及 / 或联系人变成本公司的关连人士（定义见《上市规则》），不论投资者及任何其他可能会（或已经）签订本协议所述述的任何其他协议的其他人士之间的任何关系，并且会在紧接本协议的完成后，独立于并且不会和其他与本公司控制权相关的任何关连人士采取一致行动（定义见《香港公司收购及合并守则》）； (iii) 有财务能力履行本协议项下的所有义务； (iv) 并非直接地或间接地受(1)本公司的核心关连人士（定义见上市规则）或(2)本公司或其任何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，或任何公司的紧密联系人（定义见上市规则）融资、资助或支持，亦并非惯常听从及没有听从任何该等人士有关收购、出售、投票或其他处置本公司证券的指示；及(v)本公司或其任何股东不存在关联关系，除非向本公司、联席保荐人、整体协调人另行书面披露；
- (p) 投资者、其实益拥有人、联系人及 / 或紧密联系人均非联席保荐人、整体协调人、资本市场中介人或任何其他全球发售的账簿管理人、牵头经办人或包销商、或牵头经纪商或任何分销商的「关连客户」，且不属于《上市规则》附录 F1《股权证券配售指引》所述任何类别的人士。「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录 F1《股本证券的配售指引》赋予的涵义；

- (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》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；
- (r) 投资者、实益持有人，及其各自的联系人都并非本公司的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或其联系人或任何上述者的代理人；
- (s) 除事先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 获配售人名单模板或 FINI 有关获配售人界面或其他上市规则要求披露的任何获配售人类别（「基石投资者」除外）；或 (b)根据上市规则（包括其第 12.08A 条）规定须在公司配发结果公告中注明的任何获配售人类别；
- (t) 投资者并未及将不会就分销 H 股份与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 投资者收购投资者股份遵守所有适用法律，包括《上市规则》附录 F1《股本证券的配售指引》及联交所刊发之《上市指南》第 4.15 章的规定；
- (v) 投资者、其实益拥有人及 / 或联系人在认购本协议项下投资者股份时并非受本公司、本公司的附属公司、本公司的任何关连人士、联席保荐人、整体协调人或任何一家全球发售包销商或资本市场中介人直接或间接提供资金或支持；投资者及其联系人（如有）各自独立于与其他已或将参与全球发售的其他投资者或其任何联系人，且与之概无关联；
- (w) 除本协议以外，任何投资者或其联属人士、董事、高级人员、雇员或代理人均没有与本公司或其控股股东、集团任何成员公司及其各自的联属人士、董事、高级人员、雇员及代理人订立任何协议或安排，包括但不限于不符合上市规则（包括《上市指南》第 4.15 章）的任何补充函件；
- (x) 除本协议中有规定外，投资者或其联系人并未且不会在全球发售中通过建档流程申请或订购任何 H 股份；
- (y) 除本协议规定外，投资者没有与任何政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺；及
- (z) 除之前以书面形式向本公司、联席保荐人和整体协调人披露的情况外，投资者、其实益拥有人和/或联系人尚未也不会达成任何互换安排或其他财务或投资涉及投资者股份的产品；

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，表示附表二所载有关其及其所属的公司集团的描述以及向监管机构和/或任何公司、联席保荐人、整体协调人及其各自附属公司提供和/或应监管机构和/或要求提供的所有投资者相关信息在所有方面真实、完整及准确及无误导性。在不损害第 6.1(b) 条规定的前提下，投资者不可撤销地同意于本公司或代表本公司发布的公开文件、营销及路演材料中及其他本公司、联席保荐人及 / 或整体协调人可就全球发售刊发的公告或展示的文件中提述及纳入其名称及对本协议作全部或部分描述（包括在附表二所载的说明），只要本公司、联席保荐

人及整体协调人全权认为有需要即可。投资者承诺尽快提供有关其、其拥有权及／或本公司、联席保荐人及／或整体协调人可能合理要求的附表二所述事宜的其他信息及／或证明文件（包括其最终实益拥有权），以确保其遵守适用法律及／或公司或证券登记及／或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，审阅向投资者不时提供纳入于公开文件草稿及其他有关全球发售的营销材料中有关其及其所属的公司集团的描述，并作出投资者可能合理要求的有关修订（如有）后，投资者被视为保证有关其及其所属的公司集团的描述在所有方面属真实、准确及完整以及没有误导性。

- 6.4 投资者明白，依据（其中包括）香港法例及美国证券法律等须作出第 6.1 及 6.2 条所载的保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他包销商、及其各自附属公司、代理、联属人士及顾问，及其他人士将依赖此处所载投资者的保证、承诺、陈述、确认及承认的真实性、完整性及准确性，且其同意，如在此处所载任何保证、承诺、陈述、确认或承认在任何方面不再准确及完整或变得具有误导性，会立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 投资者同意及承诺，在经要求后，投资者对本公司、联席保荐人、整体协调人、全球发售的其他包销商（各自为彼等本身及受托为其各自联属人士、任何控制其的人士（见《证券法》所赋予涵义）、其各自的高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」））因 (i) 认购投资者股份、投资者股份或本协议而可能以任何方式针对任何获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害（但不包含任何具有惩罚性质的责任，以及由具有管辖权的法院作出最终司法裁定仅且直接因本公司、整体协调人、联席全球协调人或独家保荐人的故意违约或重大过失引起的损失、费用、开支、索赔、责任、诉讼或损害）；以及 (ii) 由投资者或其任何各自的高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人（或由彼等导致）违反本协议或声称违反本协议或本协议项下任何行为或不作为或声称行为或不作为）及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支（但不包含任何具有惩罚性质的责任），按税后基础作出全额弥偿及使各获弥偿方免于承担有关赔偿责任。双方特别确认，根据本条款 6.5 给予的赔偿将在本协议终止后继续有效。
- 6.6 投资者于本协议的第 6.1、6.2、6.3、6.4 及 6.5 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均构成单独的承认、确认、陈述、保证及承诺，及须被视为于上市日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、包销商和资本市场中介人将依赖投资者的确认和承认的真实性和准确性，并且投资者同意，如果其中的任何确认或承认不再准确和完整或变得误导，将立即书面通知本公司、联席保荐人、整体协调人和资本市场中介人。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为成立及有效存续；
 - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

- (c) 以付款后及第 5.1 条规定的禁售期为限，按第 4.3 条交付予投资者的投资者股份为全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、按揭、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的 H 股份享有同等地位。
- (d) 本公司及其控股股东、其集团任何成员及其各自的联属人士、董事、高级人员、雇员或代理概不与任何投资者或其联属人士、董事、高级人员、雇员或代理签订任何的协议或安排，包括任何与上市规则不一致（包括联交所刊发之《上市指南》第 4.15 章）的附函；及
- (e) 除本协议规定外，本公司或任何本集团的成员，以及其分别的联属人士、董事、高级人员、雇员或代理，均没有与政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际配售通函所载的资料，以及就国际配售通函而言，投资者应拥有与购买国际配售中的其他购买 H 股份的投资者相同的权利。

6.9 投资者承诺，将及时向联席保荐人、整体协调人、联席全球协调人及资本市场中介机构即时提供一切必要协助，以确保其能够 (i) 完全遵守其在所有相关法律及法规（包括但不限于联交所及/或证监会及/或中国证监会不时发出的《上市规则》、刊物及《证券及期货事务监察委员会持牌人或注册人操守准则》及任何规则）项下的责任及 (ii) 满足联交所、证监会及/或中国证监会或适用本公司的登记及/或主管监管机构提出的问询或要求。

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条予以终止；
- (b) 倘若投资者（如果根据第 5.2 条转让投资者股份，则为投资者的全资子公司）在国际配售结束日或以前违反本协议（包括投资者违反其在本协议下作出的任何陈述，保证、承诺及确认），则由本公司或联席保荐人及整体协调人单方面终止（即使本协议已有任何相反规定）；或
- (c) 经本协议所有订约方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条终止，订约方不需继续履行他们在本协议下各自的义务（除在第 8.1 条载列的保密义务）所约束，订约方的权利和责任（除在第 6.5 及第 11 条载列的权利）应停止。任何订约方不得任何向其他订约方提出申索，惟任何订约方就本协议条款，在协议终止时或之前就向其他订约方进已经应有的权利或责任则不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议(如有)另行规定者外,未经其他订约方事先书面同意,任何订约方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人、资本市场中介人及投资者的任何其他安排有关的任何信息。尽管有前述规定,任何订约方可向以下人士或机构披露本协议:

- (a) 向联交所、证监会、中国证监会及/或管辖本公司、联席保荐人、整体协调人及资本市场中介人的相关监管机构披露,且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发布的公开文件及由或代表本公司、联席保荐人、整体协调人及/或资本市场中介人就全球发售刊发的营销、路演材料及其他公告中进行描述;
- (b) 订约方法律顾问、财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理(仅按需要知道的基础),前提是 (i) 该订约方须尽全力促使该方各法律顾问、财务顾问及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉及遵守本条款项下所有保密责任,犹如他们为本协议下的订约方,以及 (ii) 对该订约方有关法律、财务及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反有关保密责任的行为承担责任;及
- (c) 属任何适用法律、任何政府部门或对该订约方有管辖权的机构(包括联交所、证监会及中国证监会)或证券交易所规则(包括就本公司而言,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递交给香港公司注册处以作登记及于本公司和联交所网站刊登)或任何具约束力的判决、命令或任何主管政府部门规定可能要求任何订约方作出披露者。

8.2 投资者不得就本协议或任何相关事宜作出其他指称或披露,惟投资者已事先咨询本公司、联席保荐人及整体协调人并获得他们就该披露的原则、形式及内容上的书面同意除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及公开文件并无遗漏有关其的重大资料,并应立即向本公司、联席保荐人及整体协调人及他们各自的律师提供任何意见及验证文件。

8.4 投资者承诺,就准备任何第 8.1 条要求的披露时提供所有即时协助(包括提供本公司、联席保荐人或整体协调人可能合理要求,有关其、其背景信息、其与公司的关系及其拥有权(包括其最终实益拥有权)及/或以其他形式与上述事宜相关的信息及/或证明文件),以 (i) 更新在本协议日期之后的公开文件中投资者的描述及验证有关提述内容及 (ii) 令本公司、联席保荐人及整体协调人能够遵守适用的公司或证券登记及/或主管监管机构(包括联交所、证监会和中国证监会)的要求。

9. 通知

9.1 根据本协议交付的所有通知须以英文或中文书面作出，并按第 9.2 条的方式交付至以下地址：

若通知本公司：

地址： 香港金钟道 89 号力宝中心 1 座 23 楼 2308 室

传真： /

电邮： hq@xzzhky.com

联络人： 何前

若通知投资者：

地址： 香港上环皇后大道中 183 号中远大厦 48 楼 4802 室

电邮： liyan@zhaojin.com.cn

联络人： 李艳

若通知国金：

地址： 香港上环皇后大道中 183 号中远大厦 35 楼 3501-08 室

传真： /

电邮： yilu@hksinolink.com.hk

联络人： 陆奕

若通知迈时：

地址： 香港上环德辅道中 188 号金龙中心 26 楼 2602 室

传真： /

电邮： mfok@maxafg.com

联络人： 霍志达

9.2 根据本协议交付的任何通知须由专人递送或透过传真、电邮或预付邮件传送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电邮发送，则在发送时间之后立即正式发送（如发件人发送电子邮件的设备所记录，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信息）；若通过传真发送，则为收到

确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递之后 48 小时（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下一个营业日收到。

10. 一般条款

- 10.1 各订约方确认及表示本协议获其妥为授权、签立及交付，而本协议构成法律上有效及具约束力的义务，并可根据本协议条款针对其强制执行。除有本公司可要求的同意、批准及授权以进行全球发售外，本协议无需有关订约方法人、股东或其他同意、批准及授权，以履行本协议的义务，且各订约方进一步确认其能够履行本协议描述的义务。
- 10.2 除明显错误外，就本协议而言，本公司及整体协调人善意作出有关投资者股份数目、发售价的计算及厘定以及投资者必须支付的金额应为最终且有约束力计算及决定。
- 10.3 本协议规定的各联席保荐人及整体协调人的义务是各别承担的（而非是共同或共同且个别承担的）。联席保荐人及整体协调人不对任何其他联合保荐人及整体协调人未能履行本协议规定的各自义务承担责任，且任何其他联席保荐人及整体协调人未能履行本协议规定的义务均不影响任何联席保荐人及整体协调人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有权在适用法律允许的范围内，单独与其他联席保荐人及整体协调人共同行使本协议规定的任何或所有权利。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及/或批准时应合作。
- 10.5 除非经各方或其代表以书面形式作出并签署，否则本协议之任何变动或变更不得生效。
- 10.6 除非经各订约方以书面形式同意，否则各订约方须自行承担就本协议招致的法律及专业费用、成本及开支，惟就本协议项下拟进行的任何交易产生的印花税则须由相关转让人 / 卖方及相关受让人 / 买方平分。
- 10.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过订约方之间的共同书面协议延期。
- 10.8 除与当时已经执行的该等事项有关者外，在可予履行或遵守的范围内，即使投资者根据第 4 条进行交割，本协议所有条文仍继续具有十足的效力及作用，惟订约方书面同意终止者除外。
- 10.9 除了投资者签订的保密协议外，本协议构成订约方之间的整份协议及谅解。本协议取代及终结与他们之间有关本协议主旨事项的所有先前承诺、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

- 10.10 除本第 10.10 条规限外，非本协议订约方的人士并无任何在《合约(第三者权利)条例》下的权利以执行本协议的任何条款，惟此并不影响第三方除《合约(第三者权利)条例》外已有的任何权利或济助：
- (a) 获弥偿方可执利及倚赖第 6.5 条，犹如他们是本协议的订约方。
- (b) 本协议可在没有于第 10.10(a) 条分条款提述的人士的同意下被终止或撤销，而任何条款可被修订、更改或免除。
- 10.11 联席保荐人及整体协调人各有权力，并现获授权可以以其认为适当的方式及条款（不论是否有任何正式手续，及不需任何向本公司或投资者作出事前通知）向其任何一名或以上联属人士转授所有或任何其相关的权利、责任、权力或酌情权。联席保荐人及整体协调人应各别地，而非共同及各别地，继续为任何其按本分条款转授权利、责任、权力及 / 或酌情权的联属人士之所有行为或不作为（即使为转授）负责。
- 10.12 订约方延迟或未能行使或强制执行本协议或法律规定的任何权利（全部或部分）不得构成放弃或豁免或以任何方式限制该订约方的能力以进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍进一步行使或行使该权利或补救措施或任何其他权利或补救。本协议载列的权利、权力及补救措施可累积，且不排除任何权利、权力及补救措施（不论为法律或其他所规定者）。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.14 本协议只对订约方及其所属后裔、遗嘱执行人、遗产管理人、继承人及获许可的受让人具约束力，上述各方均享有本协议项下的权益。其他人士在本协议下不可以获得或有任何权利。除内部重组或重整的目的外，订约方不能转让在本协议下的全部或部分权益、利益或权利。不得指让本协议下的义务。
- 10.15 在不损害其他订约方向投资者追讨损失及损害的所有权利，倘若在上市日期或之前，投资者违反任何保证，即使本协议已有任何相反规定，本公司、联席保荐人及整体协调人有撤销本协议的权利，而订约方在本协议中的所有义务即时终止。
- 10.16 各订约方向其他订约方承诺其会签立及履行进一步需要的文件及行动，及促使文件的签立及履行，以令本协议的条款生效。

11. 管辖法律及司法管辖权

11.1 管辖法律：本协议受香港法例管辖并据其解释。

11.2 法庭程序：为联席保荐人及整体协调人的独有利益，各订约方现各自不可撤销地：

(a) 同意香港法院就着任何就本协议而引起的或与本协议相关的申索、争议或分歧，有排他性司法管辖权。各方亦服从该等法院的司法管辖权，并同意有关该等索偿、争议或分歧的任何程序，可于该等法院提出，前提是对香港法院司法管辖等的服从，不会（亦不应被视作）限制联席保荐人及整体协调人各自的权利以在任何其他具有司法管辖权的法院，或在多于一个司法管辖区，提出法律程序；及

(b) 基于不方便法院原则或其他原因放弃就着与本协议相关的法律程序对香港法院提出反对，并同意任何该等法院就与本协议相关的判决或命令属不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

11.3 服从管辖权：各订约方谨此不可撤销地服从任何在具管辖权的司法管辖区的排他性司法管辖权，而该司法程序根据第 11 条是允许的。

11.4 放弃对于司法管辖权提出反对：各订约方谨此不可撤销地放弃（及不可撤销地同意不会提出）现时或其后在任何第 11 条的规定下可进行法律程序的具司法管辖区的法院内，任何有关处理法律程序的地点的反对，以及任何不方便法院原则的声称，并进一步不可撤销地同意在该等法院的判决不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

12. 豁免权

12.1 就任何司法管辖区的任何法律程序（包括仲裁程序）而言，投资者得以或可为其本身或其资产或收益申请豁免（以主权或皇家地位为由）任何法律行动、诉讼、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、法律程序文件送达、扣押或协助执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）或授予任何济助或强制执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或（在任何可将其自身或其资产、财产或收益归于任何此类豁免（无论是否提出申请）的程序）投资者特此不可撤销地及无条件地同意不会就任何有关程序申请及放弃请求或申请该豁免权。

13. 副本

13.1 本协议可签立任何数量的副本，由本协议各订约方在单独的副本上签立。各个副本均为正本，且所有副本须合共构成一份及相同文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页为有效的交付方式。

兹证明 各订约方经妥为授权签署人于开首所示日期签立本协议，以昭信守。



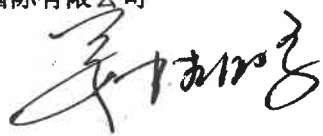
为及代表：
西藏智汇矿业股份有限公司

姓名：何前
职衔：执行董事

由下述人士签署、盖印及交付

SPARKY INTERNATIONAL COMPANY LIMITED

斯派柯国际有限公司



)

)

)

)

)

)

为及代表：

国金证券(香港)有限公司

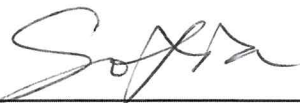


姓名：LU Yi

职衔：企业融资部董事总经理

为及代表：

国金证券(香港)有限公司



姓名：Xiao Dongyuan Sofia

职衔：Director

为及代表：
迈时资本有限公司



姓名：Cheung Siu Kai
职衔：Managing Director

为及代表：
迈时资本有限公司

A handwritten signature in black ink, appearing to read 'Fok Chi Tat Michael', written over a horizontal line.

姓名：Fok Chi Tat Michael
职衔：Managing Director

附表一
投资者股份

投资者股份数目

投资者股份的数目应为 32,000,000 股股份。

另外，联席保荐人、整体协调人和本公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足上市规则的相关要求，包括但不限于 (i) 上市规则第 8.08(3)条的要求（该条款规定，于上市日期由公众人士持有的证券中，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%），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定的最低公众持股量要求或联交所豁免的其他要求，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv)上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例。此外，整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股权证券的配售指引）。

附表二
投资者详情

投资者

注册成立地点：	香港上环皇后大道中 183 号 中远大厦 48 楼 4802 室
注册成立证书编号：	1132822
商业登记号码：	37947485-000-05-22-8
公司地址和电话号码及联系人：	香港上环皇后大道中 183 号中远大厦 48 楼 4802 室
主要业务：	对外投资及提供咨询服务
最终控股股东：	招金矿业股份有限公司
最终控股股东的注册成立地点：	中华人民共和国山东省招远市
最终控股股东的商业登记号码：	统一社会信用代码：91370000761859952H
最终控股股东的主要业务：	黄金探矿、采矿、选矿以及黄金相关产品的加工及销售
股东及持有权益：	100%
投资者在招股章程的描述：	Sparky International Company Limited (“Sparky”) is a company incorporated in Hong Kong and is wholly-owned by Zhaojin Mining Industry Company Limited, a company listed on the Hong Kong Stock Exchange (stock code: 1818) (“Zhaojin Mining”). Zhaojin Mining is a joint stock limited company incorporated in the PRC and is primarily engaged in the exploration, mining, ore processing, and smelting of gold products.
相关投资者类别（根据要求包含在联交所的 FINI 承配人名单模板中或要求 FINI 界面披露与地点相关的信息）：	基石投资者

2025 年 12 月 9 日

西藏智汇矿业股份有限公司

GIGA INDUSTRIES LIMITED

国金证券(香港)有限公司

迈时资本有限公司

基石投资协议

目录

<u>条款</u>	<u>页数</u>
1. 定义及解释	1
2. 投资	6
3. 交割条件	7
4. 交割	8
5. 对投资者的限制	9
6. 承认、陈述、承诺及保证	11
7. 终止	19
8. 公告及机密性	20
9. 通知	21
10. 一般条款	22
11. 管辖法律及司法管辖权	23
12. 豁免权	24
13. 副本	24
附表一 投资者股份	I-1
附表二 投资者详情	II-1

本协议于 2025 年 12 月 9 日订立

订约方：

- (1) **西藏智汇矿业股份有限公司**，一家在中华人民共和国注册成立的股份有限公司，注册地址为中国西藏那曲市色尼区通站西路 2 号 2 栋（「**本公司**」）；
- (2) **GIGA INDUSTRIES LIMITED**，一家在 英属维京群岛注册成立的公司 注册成立的公
司，其注册办事处位于 OMC Chambers, Wickhams Cay 1, Road Town, Tortola,
British Virgin Islands（「**投资者**」）；
- (3) **国金证券(香港)有限公司**，其注册办事处位于香港上环皇后大道中 183 号中远大厦 35
楼 3501-08 室（「**国金**」）；
- (4) **迈时资本有限公司**，其注册办事处位于香港上环德辅道中 188 号金龙中心 26 楼 2602
室（「**迈时**」）；

(国金和迈时作为联席保荐人合称为「**联席保荐人**」及各自称为「**联席保荐人**」； 国
金和迈时作为整体协调人合称为「**整体协调人**」及各自称为「**整体协调人**」)

鉴于：

- (A) 本公司已提出申请以全球发售（「**全球发售**」）的方式使其 H 股份（定义见下文）本
于联交所（定义见下文）上市，包括：
 - (i) 本公司公开发售 12,196,000H 股份（可予重新分配）以供于香港公众认购
（「**香港公开发售**」）；及
 - (ii) 本公司根据《证券法》（定义见下文）S 规例（定义见下文）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）有条件地配售 109,756,000H
股份（可予重新分配）（「**国际配售**」）。
- (B) 国金和迈时正担任全球发售的联席保荐人；国金和迈时正担任全球发售的整体协调人
及资本市场中介。
- (C) 投资者有意认购投资者股份（定义见下文）作为国际配售的部分，惟须受本协议所载
条款及条件规限并以其为基础。

兹协议如下：

1. 定义及解释

- 1.1 在本协议中（包括其附表及条款），下列各字词具有下述涵义，除文意另有所指外：

某一个人或实体的「**联属人士**」，除非文意另有所指，指即透过一位或多位中介者直接或间接控制或受控于特定任何个人或实体或与特定个人或实体共同受控的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「共同受控」）指拥有直接或间接的权力指示或致使指示对个人的管理和政策，不论是透过有投票权的证券的拥有权、合约或其他方式；

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

「**联系人**」/「**紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人**」/「**紧密联系人**」应作相应诠释；

「**经纪佣金**」指根据《上市规则》「费用规则」（如《上市规则》所定义）中的第 7(1) 段规定总投资金额的 1% 计算的经纪佣金；

「**营业日**」指香港持牌银行通常开门办理业务及联交所开放办理证券交易业务之任何日子（星期六、星期日或公众假期除外）；

「**资本市场中介人**」指参与全球发售的资本市场中介人，具有《上市规则》赋予的涵义；

「**中央结算系统**」指香港中央结算有限公司建立的香港中央结算及交收系统；

「**交割**」指根据本协议条款及条件订立的认购投资者股份的交割；

「**《公司条例》**」指《公司条例》（香港法例第 622 章），经不时修订或补充；

「**《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），经不时修订或补充；

「**关连人士**」/「**核心关连人士**」具有《上市规则》赋予该词的涵义，复数形式的「**关连人士**」/「**核心关连人士**」须据此解释；

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

「**《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），经不时修订或补充；

「**控股股东**」具有《上市规则》赋予该词的涵义（文义另有所指除外），复数形式的「**控股股东**」须据此解释；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指由中国证监会发布的、不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及配套指引；

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或代表收取相关股份权利或当中任何权益的任何其他证券的任何法定或实益权益直接或间接、有条件或无条件地提呈发售、质押、抵押、出售、按揭、借出、设立、转让、让予或另行处置（包括通过设立或任何协议设立或出售或授予或同意出售或授予任何期权或订约购买、认购、借出或另行转让或处置或购买或同意购买任何期权、合约、权证或出售权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或出售权利），或对其订立任何性质的任何第三方权利或订约而为之；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份，或任何对相关股份的实益权益或任何利益，或任何有关其他证券或其中的任何权益的任何经济后果或所有权附带利益；或
- (iii) 直接或间接订立与上文 (i) 及 (ii) 所述任何交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公告或透露有意进行、订立上文 (i)、(ii) 及 (iii) 所述任何交易，在各种情况下，均不论上文 (i)、(ii) 及 (iii) 所述任何交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、现金或以其他方式结算，以及名词形式的「**处置**」须相应解释；

「**FINI**」具有上市规则赋予该词之涵义；

「**全球发售**」具有绪言 (A) 赋予该词的涵义；

「**政府部门**」指任何政府部门、监管当局、行政组织、委员会、机构、部门或其代理，或任何证券交易所、自我监管组织或其他非政府监管部门，或任何法院、司法机构、审裁处或仲裁员，不论是国家、中央、联邦、省级、州级、地区、市级、地方、本地、外地或超国家的相关组织（包括但不限于联交所、证监会和中国证监会）；

「**集团**」指本公司及其附属公司，或如文义已有所指，就本公司成为其现时附属公司的控股公司之前的期间而言，则指有关附属公司（犹如有关公司当时已成为本公司的附属公司）；

「**港元**」指香港的法定货币；

「**H 股份**」指本公司股本中每股面值人民币 1.00 元，并拟在联交所上市及以港元进行交易的普通股；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有绪言 (A) 赋予该词的涵义；

「**获弥偿方**」或单数形式的「**获弥偿方**」（即获弥偿方之一）具有第 6.5 条赋予该词的涵义；

「**国际配售**」具有绪言 (A) 赋予该词的涵义；

「**国际配售通函**」指预期由本公司就国际配售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

「**投资者股份**」指投资者根据本协议条款及条件于国际配售认购、按附表一计算并由本公司及整体协调人厘定的 H 股份数目；

「**法律**」指所有相关司法管辖区的任何政府部门（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法、立法、条例、措施、规则、规例、指引、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

「**征费**」在各种情况下指总投资金额的 0.0027% 的证监会交易征费（或于上市日期的当前征费），0.00565% 的联交所交易费（或于上市日期的当前交易费）及 0.00015% 的财务汇报局交易征费（或于上市日期的当前征费）；

「**上市日期**」指 H 股份首次于联交所主板上市日期；

「《**上市指南**》」指由联交所刊发，经不时修改，补充或变更的《新上市申请人指南》；

「《**上市规则**》」指经不时修改，补充或变更的《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策、指引及其他要求；

「**禁售期**」具有第 5.1 条赋予该词的涵义；

「**发售价**」指根据全球发售将发售及出售的每股 H 股份的最终港元价格（不包括经纪佣金和征费）；

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

「**中国**」指中华人民共和国，惟在本协议中并不包括香港、澳门特别行政区及台湾；

「**初步发售通函**」指预期由本公司就国际配售向有意投资者（包括投资者）发出的初步发售通函（经不时修订及补充）；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

「**招股章程**」指本公司就香港公开发售拟在香港刊发的招股章程；

「**公开文件**」指国际配售的初步发售通函及国际配售通函和本公司就香港公开发售将刊发的招股章程，以及本公司可能就全球发售刊发的有关其他文件及公告，各自均经不时修订及补充；

「**S 规例**」指根据证券法下之 S 规例；

「**监管机构**」具有第 6.2(i) 条赋予该词的涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组因投资者股份而衍生的本公司任何股份或其他证券或权益（不论该些交易是否以现金或其他形式结算）；

「**《证券法》**」指《1933 年美国证券法》（经修订）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指经不时修改，补充或变更的《证券及期货条例》（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所给予的涵义；

「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》下的 S 规例所给予的涵义。

1.2 除文义另有所指者，于本协议：

- (a) 凡提述「**条款**」、「**分条款**」或「**附表**」之处均指对本协议的条款、分条款及附表的提述；
- (b) 索引、条款及附表标题仅为方便而设，不得影响本协议的解释或诠释；
- (c) 陈述及附表构成本协议的组成部分，犹如具有于本协议的主体明文列出的相同效力及效果，凡提述本协议之处须包括陈述及附表；
- (d) 单数形式均包括复数形式（反之亦然）；带有性别意义的字眼亦均包括男性及女性两种性别；
- (e) 凡提述本协议或其他文书均包括任何对本协议或该文书的变更或取代者；
- (f) 凡提述法例、法例条文、法规或规则均包括对下列的提述：
 - (i) 不时对于该法例、条文、法规或规则所作出的整合、修订、补充、修改、重新订立，或取替；

- (ii) 被废除并重新订立的任何法例、法例条文、法规或规则（无论有否修改）；及
- (iii) 任何按该法规或条文所订立的附属法例；
- (g) 凡提述「**法规**」均包括任何政府、政府间或超国家性质机构、代理机构、机关、部门或任何监管或自律组织或其他监管机构或组织的任何成文法规、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；
- (i) 凡提述「**人士**」均包括提述个人、商号、公司、法人团体、非法人团体或部门、政府、国家或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；
- (j) 凡提述「**包括**」一词均应被诠释为包括但不限于；及
- (k) 凡提述任何法律行动、补救措施、方法或司法程序、法律文件、法律地位、法庭、官员，或其他有关任何香港以外的司法管辖区的法律概念或事宜，均被视作包括在该司法管辖区内和香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由订约方宽免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人予以宽免）后及本协议的其他条款和条件：

- (a) 透过整体协调人及 / 或其联属人士（作为国际配售相关部分的国际包销商的代表），投资者将按发售价认购及本公司将向投资者发行、配发及配售及整体协调人将在上市日期，向投资者分配及 / 或交付（视乎情况而定）或致使投资者获分配及 / 或交付国际配售项下（或作为其部分）投资者股份；
- (b) 而投资者将按照第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可选择向本公司、联席保荐人及整体协调人以在上市日期前不少于五个营业日送达书面通知通过投资者的全资附属公司认购投资者股份，而该附属公司为专业投资者及(i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

投资者应促使上述全资附属公司在当天向本公司、联席保荐人及整体协调人提供书面确认其同意受本协议中由投资者所给予的相同协议、陈述、保证、承诺、承认及确认约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者代表自身及上述全资附属公司所作出；及

投资者 (i) 无条件及不可撤销地向本公司、联席保荐人及整体协调人保证上述全资附属公司适当及准时履行及遵守其在本协议下的所有协议、责任、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及 (ii) 承诺在各获弥偿方要求下将按照第 6.5 条全额及有效地赔偿各获弥偿方。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、联席保荐人或整体协调人支付任何上述全资附属公司在本协议下有责任支付的金额，并立即在被要求时履行任何上述全资附属公司在本协议下的义务而无需本公司、联席保荐人或整体协调人先行向上述全资附属公司或任何其他人士采取行动。除文义另有指明者外，本协议中「投资者」一词应诠释为包括上述全资附属公司。

- 2.3 本公司及整体协调人（代表彼等本身及全球发售包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一厘定，而且有关决定将为最终定论且对投资者有约束力，有明显错误则除外。

3. 交割条件

- 3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售及 / 或交付（视情况而定）或致使发行、配发、配售及 / 或交付（视情况而定）的义务只能在下述各项条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人予以宽免）在交割或以前获订约方履行或宽免后，方告作实：

- (a) 香港公开发售包销协议和国际配售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），或其后由订约方通过协议的方式予以宽免或修改；
- (b) 整体协调人（代表其自身及全球发售包销商）和本公司已就全球发售议定发售价；
- (c) 联交所上市委员会已批准许可 H 股份（包括投资者股份及其他适用的宽免及批准）上市及买卖，有关批准、允许或宽免在 H 股份开始于联交所买卖前未被撤销；
- (d) 任何政府部门未制定或公布任何禁止完成全球发售或本协议所预期进行的交易的法律，以及并无具有主管司法管辖权的法院并作出实际阻止或禁止完成有关交易的命令或禁令；及
- (e) 投资者于本协议的陈述、保证、确认、承认和承诺均属（截至本协议日期）及将在所有方面属（截至上市日期及交付日期（如适用））准确、完整、真实且不具误导性，以及投资者未有违反本协议。

- 3.2 倘订约方未有满足或宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人于本协议日期后 180 天日期或之前（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）予以宽免），投资者购买及本公司及整体协调人发行、配发、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议向任何其他各方支付的任何款项须不计利息尽商业可行的情况下由有关其他各方退还予投资者（并在任何情况下不迟于由本协议终止日期的 30 天内），而本协议将终止及失效；本公司、联席保荐人及 / 或整体协调人的所有义务及责任亦将终

结及终止，惟本协议依据第 3.2 条终止不得损害任何订约方于该终止时或之前就本协议条款对其他订约方的既有权利或责任。为避免疑问，本条款不得被解释为授予投资者权利以纠正于截至本条上述日期之期间任何违反投资者于本协议作出的陈述、保证或承诺或承认。

- 3.3 投资者确认，无法保证全球发售将会完成，或不会被延迟或终止，或若发售价并不在公开文件所述的意向性发售价范围内。若全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成，或若发售价并不在公开文件所述的意向性发售价范围内，则本公司、联席保荐人或整体协调人或其董事、高级人员、雇员、代理、代表、联系人、合伙人或联属人士对投资者概不产生任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成或若发售价并不在公开文件所述的意向性发售价范围内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、董事、高级人员、雇员、代理、代表、联系人或合伙人提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第 3 条及本第 4 条规限，投资者将根据及作为国际配售一部分以及通过整体协调人（及／或其各自联属人士）以他们作为国际配售相关部分的国际包销商的身份按发售价认购投资者股份。因此，投资者股份将在国际配售交割的同时，按本公司及整体协调人（或／其各自联属人士）决定的时间及方式予以认购。
- 4.2 无论投资者股份何时交付，投资者须于上市日期香港时间上午八时正前以立即可用的结算资金按同日信贷值以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日书面通知予投资者的港元银行账户全额支付所有投资者股份的总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 待根据第 4.2 条就投资者股份如期付款后，向投资者交付投资者股份应通过中央结算系统作出，作出方式为于上市日期或交付日期（视情况而定）将投资者股份直接存入中央结算系统中，以寄存于投资者于上市日期前不迟于两（2）个营业日书面通知予整体协调人的该中央结算系统投资者参与户口或中央结算系统股份账户。
- 4.4 投资者股份的交付及支付可以循任何由本公司、联席保荐人及整体协调人以及投资者以书面同意的其他方式作出，前提是投资者股份的付款不得晚于上市日期香港时间上午八时正（与交付投资者股份的时间及方式并无关系）。
- 4.5 倘若总投资金额及相关经纪佣金及征费（不论全数或部分）并非以本协议中所指明的时间及方式所收取或支付，则本公司、联席保荐人及整体协调人保留权利以他们的绝对酌情权终止本协议。在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将停止及终结（但无损本公司、联席保荐人及整体协调人所有任何向投资者因其未能履行本协议下义务所提起的申索）。投资者在任何情况下负上全部责任及应以税后基础全数弥偿各获弥偿方可能蒙受或产生因投资者未能按第 6.5 条全数支付总投资金额及相关经纪佣金及征费所引致或相关的任何损失及损害赔偿以及使各获弥偿方免于承担有关赔偿责任。

4.6 如果由于本公司、联席保荐人或整体协调人（视情况而定）无法控制的情况而被阻止或延迟履行本协议项下的义务，则本公司、联席保荐人及整体协调人及其各自附属人士不对因履行本协议义务的任何失败或延迟承担责任，及有权终止本协议，包括但不限于天灾、洪水、疾病、流行病或大流行病的爆发或升级、宣布国家、国际、区域紧急情况、灾难、危机、经济制裁、爆炸、地震、火山爆发及其他自然灾害、瘫痪政府运作、公共骚乱、政治不稳定或威胁和敌对行动升级、战争（无论宣战或未宣战）、恐怖主义、叛乱、传染性疾病爆发、火灾、暴乱、内乱、罢工、停工、其他工业行动、严重的交通中断、电力或其他供应的一般故障、飞机碰撞、意外或机械或电动故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷和任何现有或未来法律、法令、法规的变更，任何现有或未来的政府活动等类似情形。

4.7 如未能符合上市规则的要求，包括但不限于(i)第 8.08(3)条规定，即在上市日期由公众人士持有的 H 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%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），整体协调人及本公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合上市规则的规定。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者为其自身及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）向本公司、联席保荐人及整体协调人同意、作出契诺并承诺未经本公司、联席保荐人及整体协调人的事先书面同意，投资者不会且将促使其附属人士不在自上市日期（含该日）起至六 (6) 个月内（含该日）止的期限内（「禁售期」）的任何时间（不论直接或间接），(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或与第三方签约订立处置相关股份的交易或公开宣布订立(i)所提及的该等交易的意图；(iii)允许自身有控制权上的转变（定义见证监会的《公司收购、合并及股份回购守则》）；或(iv)直接或间接订立与于上述交易具有相同经济效果的任何交易。公司、联席保荐人与整体协调人知悉并确认，本第 5.1 条所规定之锁定期届满后，投资人有权（在符合适用法律法规之要求下）自由转让或以其他方式处置其持有的相关股份，且投资人将尽其一切合理努力确保任何该等处置行为均符合当时生效的所有适用法律法规。

5.2 第 5.1 条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 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、联席保荐人及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) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、联席保荐人及整体协调人为受益人，且条文均令本公司、联席保荐人及整体协调人满意）同意，且投资者承诺该全资附属公司将受投资者于本协议下的义务所约束，包括但不限于第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司应被视为给予与第 6 条中相同的确认、陈述、承诺及保证；
- (d) 投资者及该全资附属公司应被视为由其持有的所有投资者股份的投资者，并共同及个别承担本协议下施加的所有责任及义务；
- (e) 在禁售期届满前的任何时间，若该全资附属公司不再是或将不再是投资者的全资附属公司，则其须（及投资者须促使该附属公司）立即，及在不再是投资者的全资附属公司之前，将其持有的相关股份悉数及有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须（或由投资者促使）发出书面承诺（以令本公司、联席保荐人及整体协调人满意的条文，并以本公司、联席保荐人及整体协调人为受益人）同意且投资者应促使该其全资附属公司同意，将受本协议项下的义务约束，包括但不限于本第 5 条所载对投资者施加的限制并在此下给予相同的确认、确认、承诺、陈述和保证，犹如该全资附属公司自身受限于该等义务及限制，投资者及投资者的该全资附属公司须被视为他们所持有的所有相关股份的投资者，并须共同及个别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司为(i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总持股（直接及间接）应低于本公司的全部已发行股本的 10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），及在上市日后的十二（12）个月内，其不会成为公司的核心关连人士（具有上市规则项下的涵义）。

5.4 投资者同意投资者将以自营投资基准持有本公司的股本，及在本公司、联席保荐人及 / 或整体协调人的合理要求下向本公司、联席保荐人及整体协调人提供合理证明，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及促使其控股股东、联系人及其各自实益拥有人均不会在全球发售建簿过程中申请或预购股份（投资者股份除外）或在香港公开发售中作出股份申请，除非该等行为已按照《上市指南》第 4.15 章的指引向公司、联席保荐人及整体协调人披露，并获得联交所批准。

5.5 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东（定义见招股章程）、集团的任何其他成员或其各自的联属人士、董事、高级人员、雇员或代理订立任何协议或安排，包括任何与上市规则不一致或相悖的附函（包括联交所刊发之《上市指南》第 4.15 章或由监管机构刊发的书面指引）。投资者进一步确认并承诺，概无他们或他们的联属人士、董事、高级职员、雇员或代理人或最终实益拥有人已经或将会签订此类安排或协议。投资者本身及其任何联属人士、董事、

高级职员、监事（如适用）、雇员、员工、联系人、合作伙伴、顾问、代理或代表将对任何违反本 5.5 条的行为负责。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、联席保荐人及整体协调人承认、同意及确认：

- (a) 本公司、联席保荐人及整体协调人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价没有定于公开文件列明的指示性区间内，以及如果全球发售因任何原因而延迟、未进行或未完成，或发售价没有定于公开文件列明的指示性区间内，前述人士概不会对投资者及其联属人士负有任何责任，且投资者特此放弃以全球发售因任何原因推迟或未按预期日期和时间完成或根本未完成或发售价不在公开文件所载指示性范围内为由向本公司、联席保荐人及整体协调人及其各自的联属人士提起任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的订约方之间的关系和安排须在公开文件及全球发售的其他营销及路演材料中披露，而且公开文件及该等其他营销及路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供公众查阅；
- (c) 成为根据上市规则要求向联交所提交的或在 FINI 上提交的有关投资者的信息将会与公司、中国证监会、联交所、证监会以及香港的其他监管机构共享，并将包含在整合获配售人名单中，该名单将在 FINI 上披露给参与全球发售的整体协调人；
- (d) 发售价将完全根据全球发售的条款及条件厘定，投资者并无任何权利对之作出任何反对；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际配售的国际包销商的代表身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲、章程细则或其他章程或章程性质文件及本协议的条款和条件及任何适用法律接受投资者股份；
- (g) 投资者股份的数量可被以下因素影响：在香港公开发售及国际配售期间按《上市规则》第 18 项应用指引及《上市指南》第 4.14 章而作出的 H 股份重新分配或联交所不时批准适用于本公司的该等百分比；
- (h) 整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数目的分配，以符合《上市规则》的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，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%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或

(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40%的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (i) 公司、联席保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或附属公司或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；
- (j) 在或接近签订本协议时或其后（但须在任何在国际配售交割前），本公司、联席保荐人及 / 或整体协调人已经或可能及 / 或打算和一个或多个其他投资者签订类似投资的协议作为国际配售的一部份；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州证券或其他司法权区法律登记，且不得在美国或向或为任何美国人士或为其利益或为其利益或在任何其他司法权区为任何人士本身或为其利益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效登记声明或获豁免《证券法》登记要求者或不受上述者规限的交易除外（对于任何其他司法管辖区而言，则获有关司法权区适用法律允许者除外）；
- (l) 投资者明白及同意投资者股份的转让仅可根据 S 规例在美国境外通过「离岸交易」（定义见《证券法》S 规例）进行，并在各情况而言根据任何美国州份及任何其他司法管辖区适用的证券法律，及代表投资者股份的任何股票须附有以上大致情况的备注；
- (m) 投资者明白，本公司、联席保荐人、整体协调人或国际配售的任何国际包销商及其各自附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、员工、代理、顾问、联营公司、合伙人和代表均无对后续再销售、转售、质押或转让投资者股份就《证券法》下第 144A 条规则或任何其他适用豁免的可用性作出任何声明；
- (n) 除第 5.2 条规定外，对于附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 投资者已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》）的信息：
 - (i) 除按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「获授权代表」）披露仅作评估投资投资者股份用途或法律要求外不得向任何人士披露有关信息，直至有关信息在投资者、或其任何获授权代表没有过失的情况下变成公开信息；
 - (ii) 彼等各自将尽最大努力确保其获授权代表（按照本第 6.1(o)条获透露有关信息透露的人士）不会向获授权代表以外人士披露有关信息（按需知情基准披露者除外）；以及
 - (iii) 并无及将确保其获授权代表（按照本第 6.1(o)条将获透露有关信息的人士）不会以将导致任何违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律

（包括任何内幕人士交易规定）的方式，直接或间接购买、出售或买卖或以其他方式交易本公司或其联属人士或联系人的 H 股份或其他证券或衍生工具；

- (p) 以保密基础提供予投资者的本协议、招股章程草稿、初步发售通函草稿所载信息以及任何其他可能已以保密基础提供予投资者及 / 或其代表的材料（不论书面或口头上的）均不可向任何其他人士复制、披露、传阅或散播，及如此提供的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不应依赖有关信息。为免生疑问：
- (i) 招股章程草稿、初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料均不构成邀请或要约或招揽于任何不允许有关要约、招揽或销售的司法管辖权区收购、购买或认购任何证券，而任何载于招股章程草稿或初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头上的）均不构成任何合约或承担的基础；
 - (ii) 不得以初步发售通函草稿或招股章程草稿或任何其他可能提供予投资者及 / 或其代表的材料为基础，作出或接收认购、收购或购买任何 H 股份或其他证券的书面或口头要约或邀请；及
 - (iii) 初步发售通函草稿或招股章程草稿或可能提供予投资者的任何其他材料（不论书面上或口头上的）有可能在本协议签订后再作出更改，投资者不应倚赖相关草稿来决定是否投资于投资者股份。投资者谨此对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；
- (q) 本协议并不集体或分别构成于美国或任何其他有关要约属非法的司法管辖权区出售证券的要约；
- (r) 投资者已被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者及 / 或其代理提供有关投资者或代投资者要求的投资于投资者股份的所有文件和信息；
- (s) 在作出投资决定时，投资者仅已及将依赖本公司发布的国际配售通函所提供的信息，并未或将不会依赖本公司、联席保荐人及 / 或整体协调人或代本公司、联席保荐人及 / 或整体协调人于本协议日期或之前提供给投资者（包括其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），且可能与国际配售通函中提供的信息相冲突、未载入当中或被当中信息所取代的任何其他信息，以及本公司、联席保荐人、整体协调人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际配售通函中未载列的任何信息的准确性或完整性作出任何声明及提供任何保证或承诺，且本公司、联席保荐人、整体协调人及其各自顾问及其联属人士不因使用该等信息而曾经或将会对投资者或其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) 联席保荐人、整体协调人、其他包销商或他们各自的董事、高级人员、雇员、附属公司、代理、联系人、代表、合伙人及联属人士概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。除最终国际发售通函所载列者外，本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。
- (u) 投资者会遵守本协议、《上市规则》及任何适用法律下不时适用其处置（直接或间接）任何相关股份（就此而言其属或将为（直接或间接）或招股章程显示为实益拥有人）的所有限制（如有）；
- (v) 投资者已就本公司，本集团及投资者股份及本协议载列的投资者股份认购条款自行进行调查，且已获得其认为必要或适当或其自身就包括有关投资于投资者股份的税务、监管、财务、会计、法律、货币及其他方面信纳以及其对于投资者而言的适合性的自身独立建议（包括税务、监管、财务、会计、法律、货币及其他方面），以及并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商、资本市场中介人（或为彼等）就全球发售获取或开展（视情况而定）的任何建议（包括税务、监管、财务、会计、法律、货币及其他方面）或任何尽职审查或调查或其他建议或告慰，且本公司、联席保荐人、整体协调人或他们各自的联系人、联属人士、董事、高级人员、雇员、顾问或代表概不对认购投资者股份或与投资者股份交易有关的任何税务、监管、财务、审计、法律、货币或其他经济或其他后果承担任何责任；
- (w) 投资者明白，投资者股份目前并无公开市场，及本公司、联席保荐人、整体协调人及资本市场中介人高级人员并未就投资者股份将存在公开市场作出任何保证；
- (x) 如全球发售因任何原因延迟或终止或未能完成，本公司、联席保荐人、整体协调人或任何其他其各自的联系人、联属人士、董事、高级人员、雇员、顾问、代理或投资者代表或其他的附属公司均不会负有责任；
- (y) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股份数目及(ii)香港公开发售及国际配售项下分别待发行的 H 股份数目拥有绝对酌情权；
- (z) 买卖相关 H 股份须遵守适用的法律法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何有资格的证券交易所的相关规则对股票买卖的限制；
- (aa) 投资者（一方）与公司、公司任何股东、整体协调人及/或联席保荐人（另一方）之间并无就全球发售订立任何其他协议（本协议及投资者与公司签订的保密协议（如有）除外）；
- (bb) 公司将不承认任何不符合本协议所述限制的与相关股份的要约、出售、质押或其他转让；及

- (cc) 投资者同意投资者股份的相关总投资金额及相关经纪佣金和征费，须于上市日期香港时间上午 8 时正 或根据第 4.4 条协定的其他日期之前缴付。

6.2 投资者进一步向本公司、联席保荐人及整体协调人声明、保证和承诺：

- (a) 投资者根据其注册成立地点的法律妥为注册成立并有效存续，并无就其清算或清盘而提出任何呈请、命令或通过决议案；
- (b) 其有资格接收和使用本协议项下的资料（包括但不限于本协议、招股章程草拟本和初步发行通函草拟本），这不会违反适用于该投资者的所有法律或需要在该投资者所在的司法管辖区内进行任何注册或获得许可；
- (c) 投资者具有按当前方式拥有、使用、租赁及经营其资产，及开展其业务的法定权利和权限；
- (d) 投资者拥有订立本协议及履行其于本协议项下的义务的十足权力、权限及能力，且已采取签立及交付本协议、订立及进行本协议项下拟进行的交易及履行其于本协议下的义务所有所需行动（包括取得任何政府或监管机构或其他第三方的所有所需同意、批准及授权），因此，除第 3.1 条规定的条件外，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、批准和授权的约束；
- (e) 本协议已获投资者妥为授权、执行及交付，并构成合法有效而且对投资者具约束力及可向他们按本协议条款行使的责任。
- (f) 投资者已采取及将在本协议期间采取履行本协议下义务、令本协议下拟进行的交易及本协议生效所需的所有必要行动，并遵守所有相关法律；
- (g) (i) 所有按任何适用于投资者的相关法律投资者须就本协议而认购的投资者股份需取得的同意、批准、授权、许可及登记（「批准」）已被取得及具十足效力及效用；(ii) 不受限于任何尚未被满足或履行的先决条件；及 (iii) 截至本协议日期，该等批准并无被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再具有完全效力和作用，将立即通知本公司、联席保荐人及整体协调人。
- (h) 就投资者签立及交付本协议、履行本协议及认购或收购（视乎情况而定）投资者股份而言，投资者将不会抵触或上述者不会导致投资者抵触：(i) 投资者的组织章程大纲及组织章程细则（或同等章程或章程性文件）的任何条文；或 (ii) 投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购或收购（视乎情况而定）投资者股份以其他方式分别适用于投资者的法律；或 (iii) 对投资者具有约束力的任何协议或 其他文书(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；
- (i) 投资者已经遵守并会遵守所有司法管辖区所有适用于认购投资者股份的法律，包括直接或间接通过本公司、联席保荐人及/或整体协调人向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所

（统称「**监管机构**」）提供或促使提供信息，以及同意并同意在每种情况下根据适用法律的要求或任何监管机构不时的要求披露此类信息（包括但不限于 (i) 投资者的身份信息及其最终受益所有人和/或最终负责发出与认购投资者股份有关的指示的人（包括但不限于他们各自的姓名和名称）公司注册地）； (ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、投资总额以及本协议项下的禁售限制）； (iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）； (iv) 投资者或实益拥有者和联系人与公司及其任何股东之间的任何关联关系（统称为，「**投资者相关信息**」）在任何监管机构要求的时间内，投资者进一步授权公司、联席保荐人及整体协调人或其各自的关联公司、董事、高管、员工、顾问和代表根据上市规则或适用法律的要求或任何相关监管机构的要求，向此类监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关的信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致 (i) 其能评估投资者股份潜在投资的优点及风险； (ii) 其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资； (iii) 其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及 (iv) 其在投资发展程度类似之公司的证券的交易方面具备经验；
- (k) 投资者的通常业务是买卖股份或债权，或是专业投资者，而且并不会因签订本协议而成为任何联席保荐人、整体协调人或包销商与其项下交易相关的客户；
- (l) 投资者正为自身利益、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，投资者无权提名任何人士为本公司的董事或高级人员；
- (m) 投资者在美国境外认购投资者股份，且投资者是透过「离岸交易」（定义见《证券法》S 规例）认购投资者股份，而且并不是美国人士；
- (n) 投资者透过豁免于或不受限于《证券法》登记规定的交易而认购投资者股份；
- (o) 投资者及投资者的实益持有人及 / 或联系人 (i) 是本公司的独立第三方； (ii) 并非本公司的关连人士（定义见《上市规则》）或联系人，而投资者对投资者股份的认购并不会导致投资者及其实益持有人及 / 或联系人变成本公司的关连人士（定义见《上市规则》），不论投资者及任何其他可能会（或已经）签订本协议所提述的任何其他协议的其他人士之间的任何关系，并且会在紧接本协议的完成后，独立于并且不会和其他与本公司控制权相关的任何关连人士采取一致行动（定义见《香港公司收购及合并守则》）； (iii) 有财务能力履行本协议项下的所有义务； (iv) 并非直接地或间接地受(1)本公司的核心关连人士（定义见上市规则）或 (2) 本公司或其任何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，或任何公司的紧密联系人（定义见上市规则）融资、资助或支持，亦并非惯常听从及没有听从任何该等人士有关收购、出售、投票或其他处置本公司证券的指示；及(v)本公司或其任何股东不存在关联关系，除非向本公司、联席保荐人、整体协调人另行书面披露；

- (p) 投资者、其实益拥有人、联系人及／或紧密联系人均非联席保荐人、整体协调人、资本市场中介人或任何其他全球发售的账簿管理人、牵头经办人或包销商、或牵头经纪商或任何分销商的「关连客户」，且不属于《上市规则》附录 F1《股权证券配售指引》所述任何类别的人士。「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录 F1《股本证券的配售指引》赋予的涵义；
- (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》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；
- (r) 投资者、实益持有人，及其各自的联系人都并非本公司的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或其联系人或任何上述者的代理人；
- (s) 除事先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 获配售人名单模板或 FINI 有关获配售人界面或其他上市规则要求披露的任何获配售人类别（「基石投资者」除外）；或 (b)根据上市规则（包括其第 12.08A 条）规定须在公司配发结果公告中注明的任何获配售人类别；
- (t) 投资者并未及将不会就分销 H 股份与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 投资者收购投资者股份遵守所有适用法律，包括《上市规则》附录 F1《股本证券的配售指引》及联交所刊发之《上市指南》第 4.15 章的规定；
- (v) 投资者、其实益拥有人及 / 或联系人在认购本协议项下投资者股份时并非受本公司、本公司的附属公司、本公司的任何关连人士、联席保荐人、整体协调人或任何一家全球发售包销商或资本市场中介人直接或间接提供资金或支持；投资者及其联系人（如有）各自独立于与其他已或将参与全球发售的其他投资者或其任何联系人，且与之概无关联；
- (w) 除本协议以外，任何投资者或其联属人士、董事、高级人员、雇员或代理人均没有与本公司或其控股股东、集团任何成员公司及其各自的联属人士、董事、高级人员、雇员及代理人订立任何协议或安排，包括但不限于不符合上市规则（包括《上市指南》第 4.15 章）的任何补充函件；
- (x) 除 Poly Platinum Enterprises Limited（投资者联系人）与本公司签署的基石投资协议以外，投资者或其联系人并未且不会在全球发售中通过建档流程申请或订购任何 H 股份；
- (y) 除本协议规定外，投资者没有与任何政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺；
- (z) 除之前以书面形式向本公司、联席保荐人和整体协调人披露的情况外，投资者、其实益拥有人和/或联系人尚未也不会达成任何互换安排或其他财务或投资涉及投资者股份的产品；及

(aa) 投资者没有获得，也不打算获得贷款或其他形式的债务融资来履行其在本协议下的支付义务。

- 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，表示附表二所载有关其及其所属的公司集团的描述以及向监管机构和/或任何公司、联席保荐人、整体协调人及其各自附属公司提供和/或应监管机构和/或要求提供的所有投资者相关信息在所有方面真实、完整及准确及无误导性。在不损害第 6.1(b) 条规定的前提下，投资者不可撤销地同意于本公司或代表本公司发布的公开文件、营销及路演材料中及其他本公司、联席保荐人及 / 或整体协调人可就全球发售刊发的公告或展示的文件中提述及纳入其名称及对本协议作全部或部分描述（包括在附表二所载的说明），只要本公司、联席保荐人及整体协调人全权认为有需要即可。投资者承诺尽快提供有关其、其拥有权及 / 或本公司、联席保荐人及 / 或整体协调人可能合理要求的附表二所述事宜的其他信息及 / 或证明文件（包括其最终实益拥有权），以确保其遵守适用法律及 / 或公司或证券登记及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，审阅向投资者不时提供纳入于公开文件草稿及其他有关全球发售的营销材料中有关其及其所属的公司集团的描述，并作出投资者可能合理要求的有关修订（如有）后，投资者被视为保证有关其及其所属的公司集团的描述在所有方面属真实、准确及完整以及没有误导性。
- 6.4 投资者明白，依据（其中包括）香港法例及美国证券法律等须作出第 6.1 及 6.2 条所载的保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他包销商、及其各自附属公司、代理、联属人士及顾问，及其他人士将依赖此处所载投资者的保证、承诺、陈述、确认及承认的真实性、完整性及准确性，且其同意，如在此处所载任何保证、承诺、陈述、确认或承认在任何方面不再准确及完整或变得具有误导性，会立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 投资者同意及承诺，在经要求后，投资者对本公司、联席保荐人、整体协调人、全球发售的其他包销商（各自为彼等本身及受托为其各自联属人士、任何控制其的人士（见《证券法》所赋予涵义）、其各自的高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」））因认购投资者股份、投资者股份或本协议而可能以任何方式针对任何获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害（包括由投资者或其任何各自的高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人（或由彼等导致）违反本协议或声称违反本协议或本协议项下任何行为或不作为或声称行为或不作为）及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支，按税后基础作出全额弥偿及使各获弥偿方免于承担有关赔偿责任。双方特别确认，根据本条款 6.5 给予的赔偿将在本协议终止后继续有效。
- 6.6 投资者于本协议的第 6.1、6.2、6.3、6.4 及 6.5 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均构成单独的承认、确认、陈述、保证及承诺，及须被视为于上市日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、包销商和资本市场中介人将依赖投资者的确认和承认的真实性和准确性，并且投资者同意，如果其中的任何确认或承认不再准确和完整或变得误导，将立即书面通知本公司、联席保荐人、整体协调人和资本市场中介人。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 以付款后及第 5.1 条规定的禁售期为限，按第 4.3 条交付予投资者的投资者股份为全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、按揭、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的 H 股份享有同等地位。
- (d) 本公司及其控股股东、其集团任何成员及其各自的联属人士、董事、高级人员、雇员或代理概不与任何投资者或其联属人士、董事、高级人员、雇员或代理签订任何的协议或安排，包括任何与上市规则不一致（包括联交所刊发之《上市指南》第 4.15 章）的附函；及
- (e) 除本协议规定外，本公司或任何本集团的成员，以及其分别的联属人士、董事、高级人员、雇员或代理，均没有与政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际配售通函所载的资料，以及就国际配售通函而言，投资者应拥有与购买国际配售中的其他购买 H 股份的投资者相同的权利。

6.9 投资者承诺，将及时向联席保荐人、整体协调人、联席全球协调人及资本市场中介机构即时提供一切必要协助，以确保其能够 (i) 完全遵守其在所有相关法律及法规（包括但不限于联交所及/或证监会及/或中国证监会不时发出的《上市规则》、刊物及《证券及期货事务监察委员会持牌人或注册人操守准则》及任何规则）项下的责任及 (ii) 满足联交所、证监会及/或中国证监会或适用本公司的登记及/或主管监管机构提出的问询或要求。

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条予以终止；
- (b) 倘若投资者（如果根据第 5.2 条转让投资者股份，则为投资者的全资子公司）在国际配售结束日或以前违反本协议（包括投资者违反其在本协议下作出的任何陈述，保证、承诺及确认），则由本公司或联席保荐人及整体协调人单方面终止（即使本协议已有任何相反规定）；或
- (c) 经本协议所有订约方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条终止，订约方不需继续履行他们在本协议下各自的义务（除在第 8.1 条载列的保密义务）所约束，订约方的权利和责任（除在第 6.5 及第 11 条载列的权利）应停止。任何订约方不得任何向其他订约方提出申索，惟任何订约方就本协议条款，在协议终止时或之前就向其他订约方进已经应有的权利或责任则不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. 公告及机密性

8.1 除本协议 及投资者签订的保密协议（如有）另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人、资本市场中介人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可向以下人士或机构披露本协议：

- (a) 向联交所、证监会、中国证监会及／或管辖本公司、联席保荐人、整体协调人及资本市场中介人的相关监管机构披露，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发布的公开文件及由或代表本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售刊发的营销、路演材料及其他公告中进行描述；
- (b) 订约方法律顾问、财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的基础），前提是 (i) 该订约方须尽全力促使该方各法律顾问、财务顾问及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉及遵守本条款项下所有保密责任，犹如他们为本协议下的订约方，以及 (ii) 对该订约方有关法律、财务及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反有关保密责任的行为承担责任；及
- (c) 属任何适用法律、任何政府部门或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会）或证券交易所规则（包括就本公司而言，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递交给香港公司注册处以作登记及于本公司和联交所网站刊登）或任何具约束力的判决、命令或任何主管政府部门规定可能要求任何订约方作出披露者。

8.2 投资者不得就本协议或任何相关事宜作出其他指称或披露，惟投资者已事先咨询本公司、联席保荐人及整体协调人并获得他们就该披露的原则、形式及内容上的书面同意除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及公开文件并无遗漏有关其的重大资料，并应立即向本公司、联席保荐人及整体协调人及他们各自的律师提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条要求的披露时提供所有即时协助（包括提供本公司、联席保荐人或整体协调人可能合理要求，有关其、其背景信息、其与公司的关系及其拥有权（包括其最终实益拥有权）及／或以其他形式与上述事宜相关的信息及／或证

明文件），以 (i) 更新在本协议日期之后的公开文件中投资者的描述及验证有关提述内容及 (ii) 令本公司、联席保荐人及整体协调人能够遵守适用的公司或证券登记及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

9.1 根据本协议交付的所有通知须以英文或中文书面作出，并按第 9.2 条的方式交付至以下地址：

若通知本公司：

地址： Units 903A-905, 9/F, Observatory Road, Tsim Sha Tsui, Kowloon, Hong Kong

传真： /

电邮： hq@xzzhky.com

联络人： 何前

若通知投资者：

地址： 香港湾仔港湾道 26 号华润大厦 38 楼

传真： /

电邮： limm@gbahomeland.com

联络人： 李明鸣

若通知国金：

地址： 香港上环皇后大道中 183 号中远大厦 35 楼 3501-08 室

传真： /

电邮： yilu@hksinolink.com.hk

联络人： 陆奕

若通知迈时：

地址： 香港上环德辅道中 188 号金龙中心 26 楼 2602 室

传真： /

电邮： mfok@maxafg.com

联络人： 霍志达

- 9.2 根据本协议交付的任何通知须由专人递送或透过传真、电邮或预付邮件传送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电邮发送，则在发送时间之后立即正式发送（如发件人发送电子邮件的设备所记录，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信息）；若通过传真发送，则为收到确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递之后 48 小时（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下一个营业日收到。

10. 一般条款

- 10.1 各订约方确认及表示本协议获其妥为授权、签立及交付，而本协议构成法律上有效及具约束力的义务，并可根据本协议条款针对其强制执行。除有本公司可要求的同意、批准及授权以进行全球发售外，本协议无需有关订约方法人、股东或其他同意、批准及授权，以履行本协议的义务，且各订约方进一步确认其能够履行本协议描述的义务。
- 10.2 除明显错误外，就本协议而言，本公司及整体协调人善意作出有关投资者股份数目、发售价的计算及厘定以及投资者必须支付的金额应为最终且有约束力计算及决定。
- 10.3 本协议规定的各联席保荐人及整体协调人的义务是各别承担的（而非是共同或共同且个别承担的）。联席保荐人及整体协调人不对任何其他联席保荐人及整体协调人未能履行本协议规定的各自义务承担责任，且任何其他联席保荐人及整体协调人未能履行本协议规定的义务均不影响任何联席保荐人及整体协调人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有权在适用法律允许的范围内，单独或与其他联席保荐人及整体协调人共同行使本协议规定的任何或所有权利。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应合作。
- 10.5 除非经各方或其代表以书面形式作出并签署，否则本协议之任何变动或变更不得生效。
- 10.6 除非经各订约方以书面形式同意，否则各订约方须自行承担就本协议招致的法律及专业费用、成本及开支，惟就本协议项下拟进行的任何交易产生的印花税则须由相关转让人 / 卖方及相关受让人 / 买方平分。
- 10.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过订约方之间的共同书面协议延期。
- 10.8 除与当时已经执行的该等事项有关者外，在可予履行或遵守的范围内，即使投资者根据第 4 条进行交割，本协议所有条文仍继续具有十足的效力及作用，惟订约方书面同意终止者除外。
- 10.9 除了投资者签订的保密协议外，本协议构成订约方之间的整份协议及谅解。本协议取代及终结与他们之间有关本协议主旨事项的所有先前承诺、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.10 除本第 10.10 条规限外，非本协议订约方的人士并无任何在《合约(第三者权利)条例》下的权利以执行本协议的任何条款，惟此并不影响第三方除《合约(第三者权利)条例》外已有的任何权利或济助：

(a) 获弥偿方可执利及倚赖第 6.5 条，犹如他们是本协议的订约方。

(b) 本协议可在没有于第 10.10 (a) 条分条款提述的人士的同意下被终止或撤销，而任何条款可被修订、更改或免除。

10.11 联席保荐人及整体协调人各有权力，并现获授权可以以其认为适当的方式及条款（不论是否有任何正式手续，及不需任何向本公司或投资者作出事前通知）向其任何一名或以上联属人士转授所有或任何其相关的权利、责任、权力或酌情权。联席保荐人及整体协调人应各别地，而非共同及各别地，继续为任何其按本分条款转授权利、责任、权力及 / 或酌情权的联属人士之所有行为或不作为（即使为转授）负责。

10.12 订约方延迟或未能行使或强制执行本协议或法律规定的任何权利（全部或部分）不得构成放弃或豁免或以任何方式限制该订约方的能力以进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍进一步行使或行使该权利或补救措施或任何其他权利或补救。本协议载列的权利、权力及补救措施可累积，且不排除任何权利、权力及补救措施（不论为法律或其他所规定者）。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。

10.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.14 本协议只对订约方及其所属后裔、遗嘱执行人、遗产管理人、继承人及获许可的受让人具约束力，上述各方均享有本协议项下的权益。其他人士在本协议下不可以获得或有任何权利。除内部重组或重整的目的外，订约方不能转让在本协议下的全部或部分权益、利益或权利。不得指让本协议下的义务。

10.15 在不损害其他订约方向投资者追讨损失及损害的所有权利，倘若在上市日期或之前，投资者违反任何保证，即使本协议已有任何相反规定，本公司、联席保荐人及整体协调人有撤销本协议的权利，而订约方在本协议中的所有义务即时终止。

10.16 各订约方向其他订约方承诺其会签立及履行进一步需要的文件及行动，及促使文件的签立及履行，以令本协议的条款生效。

11. 管辖法律及司法管辖权

11.1 管辖法律：本协议受香港法例管辖并据其解释。

11.2 法庭程序：为联席保荐人及整体协调人的独有利益，各订约方现各自不可撤销地：

- (a) 同意香港法院就着任何就本协议而引起的或与本协议相关的申索、争议或分歧，有排他性司法管辖权。各方亦服从该等法院的司法管辖权，并同意有关该等索偿、争议或分歧的任何程序，可于该等法院提出，前提是对香港法院司法管辖等的服从，不会（亦不应被视作）限制联席保荐人及整体协调人各自的权利以在任何其他具有司法管辖权的法院，或在多于一个司法管辖区，提出法律程序；及
- (b) 基于不方便法院原则或其他原因放弃就着与本协议相关的法律程序对香港法院提出反对，并同意任何该等法院就与本协议相关的判决或命令属不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

11.3 服从管辖权：各订约方谨此不可撤销地服从任何在具管辖权的司法管辖区的排他性司法管辖权，而该司法程序根据第 11 条是允许的。

11.4 放弃对于司法管辖权提出反对：各订约方谨此不可撤销地放弃（及不可撤销地同意不会提出）现时或其后在任何第 11 条的规定下可进行法律程序的具司法管辖区的法院内，任何有关处理法律程序的地点的反对，以及任何不方便法院原则的声称，并进一步不可撤销地同意在该等法院的判决不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

12. 豁免权

12.1 就任何司法管辖区的任何法律程序（包括仲裁程序）而言，投资者得以或可为其本身或其资产或收益申请豁免（以主权或皇家地位为由）任何法律行动、诉讼、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、法律程序文件送达、扣押或协助执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）或授予任何济助或强制执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或（在任何可将其自身或其资产、财产或收益归于任何此类豁免（无论是否提出申请）的程序）投资者特此不可撤销地及无条件地同意不会就任何有关程序申请及放弃请求或申请该豁免权。

13. 副本

13.1 本协议可签立任何数量的副本，由本协议各订约方在单独的副本上签立。各个副本均为正本，且所有副本须合共构成一份及相同文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页为有效的交付方式。

兹证明 各订约方经妥为授权签署人于开首所示日期签立本协议，以昭信守。



为及代表：
西藏智汇矿业股份有限公司

姓名：何前
职衔：执行董事

为及代表：

GIGA INDUSTRIES LIMITED

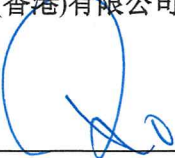


姓名：王建平

职衔：董事总经理

为及代表：

国金证券(香港)有限公司

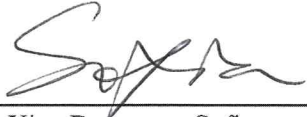


姓名：LU Yi

职衔：企业融资部董事总经理

为及代表：

国金证券(香港)有限公司

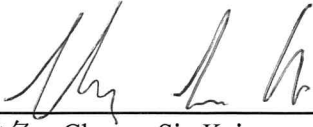


姓名：Xiao Dongyuan Sofia

职衔：

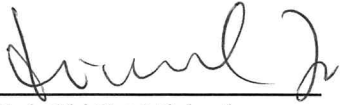
Director

为及代表：
迈时资本有限公司

A handwritten signature in black ink, consisting of stylized cursive letters, positioned above a horizontal line.

姓名：Cheung Siu Kai
职衔：Managing Director

为及代表：
迈时资本有限公司

A handwritten signature in black ink, appearing to read 'Fok Chi Tat Michael', written over a horizontal line.

姓名：Fok Chi Tat Michael

职衔：Managing Director

附表一
投资者股份

投资者股份数目

投资者股份的数目应等于(1) 50,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及费用），除以 (2) 发售价（向下调整至最近接每手 1,000 股股份的完整买卖单位）。

另外，联席保荐人、整体协调人和本公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足上市规则的相关要求，包括但不限于 (i) 上市规则第 8.08(3)条的要求（该条款规定，于上市日期由公众人士持有的证券中，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%），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定的最低公众持股量要求或联交所豁免的其他要求，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv)上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例。此外，整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股权证券的配售指引）。

附表二
投资者详情

投资者

注册成立地点：	British Virgin Islands
注册成立证书编号：	2007822
商业登记号码：	70775946
公司地址和电话号码及联系人：	香港湾仔港湾道 26 号华润大厦 38 楼 李明鸣 limm@gbahomeland.com
主要业务：	投资
最终控股股东：	Greater Bay Area Homeland Investments Limited
最终控股股东的注册成立地点：	香港湾仔港湾道 26 号华润大厦 38 楼
最终控股股东的商业登记号码及 LEI 号码：	69108992
最终控股股东的主要业务：	投资控股
股东及持有权益：	100%
投资者在招股章程的描述：	<p>Giga Industries Limited (“Giga”) is a company incorporated in the British Virgin Islands with limited liability and is a wholly-owned subsidiary of GBA Homeland Limited, which in turn is wholly owned by Greater Bay Area Homeland Investments Limited (“GBAHIL”). GBAHIL is a company incorporated in Hong Kong with limited liability and is jointly owned by a number of international large-scale industrial institutions, financial institutions and new economic enterprises, each of which holds less than 13% equity interest therein.</p> <p>GBAHIL’s business encompasses investment, investment holding and the establishment or management of private equity funds through its subsidiaries to grasp the historical opportunities of the development of Guangdong-Hong Kong-Macao Greater Bay Area, and the construction of an international innovation and technology hub, focusing on technological innovation, industrial upgrading, quality of life, smart city and all other related industries.</p>

相关投资者类别（根据要求包含在联交所的 基石投资者
FINI 承配人名单模板中或要求 FINI 界面披露
与地点相关的信息）：

2025 年 12 月 9 日

西藏智汇矿业股份有限公司

POLY PLATINUM ENTERPRISES LIMITED

国金证券(香港)有限公司

迈时资本有限公司

基石投资协议

目录

<u>条款</u>	<u>页数</u>
1. 定义及解释	1
2. 投资	6
3. 交割条件	7
4. 交割	8
5. 对投资者的限制	9
6. 承认、陈述、承诺及保证	11
7. 终止	19
8. 公告及机密性	20
9. 通知	21
10. 一般条款	22
11. 管辖法律及司法管辖权	24
12. 豁免权	24
13. 副本	25
附表一 投资者股份	I-1
附表二 投资者详情	II-1

本协议于 2025 年 12 月 9 日订立

订约方：

- (1) **西藏智汇矿业股份有限公司**，一家在中华人民共和国注册成立的股份有限公司，注册地址为中国西藏那曲市色尼区通站西路 2 号 2 栋（「**本公司**」）；
- (2) **POLY PLATINUM ENTERPRISES LIMITED**，一家在 英属维京群岛注册成立的公司注册成立的，其注册办事处位于 OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands（「**投资者**」）；
- (3) **国金证券(香港)有限公司**，其注册办事处位于香港上环皇后大道中 183 号中远大厦 35 楼 3501-08 室（「**国金**」）；
- (4) **迈时资本有限公司**，其注册办事处位于香港上环德辅道中 188 号金龙中心 26 楼 2602 室（「**迈时**」）；

(国金和迈时作为联席保荐人合称为「**联席保荐人**」及各自称为「**联席保荐人**」； 国金和迈时作为整体协调人合称为「**整体协调人**」及各自称为「**整体协调人**」)

鉴于：

- (A) 本公司已提出申请以全球发售（「**全球发售**」）的方式使其 H 股份（定义见下文）本于联交所（定义见下文）上市，包括：
 - (i) 本公司公开发售 12,196,000 H 股份（可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及
 - (ii) 本公司根据《证券法》（定义见下文）S 规例（定义见下文）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）有条件地配售 109,756,000 H 股份（可予重新分配）（「**国际配售**」）。
- (B) 国金和迈时正担任全球发售的联席保荐人；国金和迈时正担任全球发售的整体协调人及资本市场中介。
- (C) 投资者有意认购投资者股份（定义见下文）作为国际配售的部分，惟须受本协议所载条款及条件规限并以其为基础。

兹协议如下：

1. 定义及解释

- 1.1 在本协议中（包括其附表及条款），下列各字词具有下述涵义，除文意另有所指外：

某一个人或实体的「**联属人士**」，除非文意另有所指，指即透过一位或多位中介者直接或间接控制或受控于特定任何个人或实体或与特定个人或实体共同受控的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「共同受控」）指拥有直接或间接的权力指示或致使指示对个人的管理和政策，不论是透过有投票权的证券的拥有权、合约或其他方式；

「**会财局**」指香港会计及财务汇报局。

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

「**联系人**」/「**紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人**」/「**紧密联系人**」应作相应诠释；

「**经纪佣金**」指根据《上市规则》「费用规则」（如《上市规则》所定义）中的第 7(1) 段规定总投资金额的 1% 计算的经纪佣金；

「**营业日**」指香港持牌银行通常开门办理业务及联交所开放办理证券交易业务之任何日子（星期六、星期日或公众假期除外）；

「**资本市场中介人**」指参与全球发售的资本市场中介人，具有《上市规则》赋予的涵义；

「**中央结算系统**」指香港中央结算有限公司建立的香港中央结算及交收系统；

「**交割**」指根据本协议条款及条件订立的认购投资者股份的交割；

「**《公司条例》**」指《公司条例》（香港法例第 622 章），经不时修订或补充；

「**《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），经不时修订或补充；

「**关连人士**」/「**核心关连人士**」具有《上市规则》赋予该词的涵义，复数形式的「**关连人士**」/「**核心关连人士**」须据此解释；

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

「**《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），经不时修订或补充；

「**控股股东**」具有《上市规则》赋予该词的涵义（文义另有所指除外），复数形式的「**控股股东**」须据此解释；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案规则**」指由中国证监会发布的、不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及配套指引；

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或代表收取相关股份权利或当中任何权益的任何其他证券的任何法定或实益权益直接或间接、有条件或无条件地提呈发售、质押、抵押、出售、按揭、借出、设立、转让、让予或另行处置（包括通过设立或任何协议设立或出售或授予或同意出售或授予任何期权或订约购买、认购、借出或另行转让或处置或购买或同意购买任何期权、合约、权证或出售权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或出售权利），或对其订立任何性质的任何第三方权利或订约而为之；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份，或任何对相关股份的实益权益或任何利益，或任何有关其他证券或其中的任何权益的任何经济后果或所有权附带利益；或
- (iii) 直接或间接订立与上文 (i) 及 (ii) 所述任何交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公告或透露有意进行、订立上文 (i)、(ii) 及 (iii) 所述任何交易，在各种情况下，均不论上文 (i)、(ii) 及 (iii) 所述任何交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、现金或以其他方式结算，以及名词形式的「**处置**」须相应解释；

「**FINI**」具有上市规则赋予该词之涵义；

「**全球发售**」具有绪言 (A) 赋予该词的涵义；

「**政府部门**」指任何政府部门、监管当局、行政组织、委员会、机构、部门或其代理，或任何证券交易所、自我监管组织或其他非政府监管部门，或任何法院、司法机构、审裁处或仲裁员，不论是国家、中央、联邦、省级、州级、地区、市级、地方、本地、外地或超国家的相关组织（包括但不限于联交所、证监会和中国证监会）；

「**集团**」指本公司及其附属公司，或如文义已有所指，就本公司成为其现时附属公司的控股公司之前的期间而言，则指有关附属公司（犹如有关公司当时已成为本公司的附属公司）；

「**港元**」指香港的法定货币；

「**H 股份**」指本公司股本中每股面值人民币 1.00 元，并拟在联交所上市及以港元进行交易的普通股；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有绪言 (A) 赋予该词的涵义；

「**获弥偿方**」或单数形式的「**获弥偿方**」（即获弥偿方之一）具有第 6.5 条赋予该词的涵义；

「**国际配售**」具有绪言 (A) 赋予该词的涵义；

「**国际配售通函**」指预期由本公司就国际配售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

「**投资者股份**」指投资者根据本协议条款及条件于国际配售认购、按附表一计算并由本公司及整体协调人厘定的 H 股份数目；

「**法律**」指所有相关司法管辖区的任何政府部门（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法、立法、条例、措施、规则、规例、指引、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

「**征费**」在各种情况下指总投资金额的 0.0027% 的证监会交易征费（或于上市日期的当前征费），0.00565% 的联交所交易费（或于上市日期的当前交易费）及 0.00015% 的财务汇报局交易征费（或于上市日期的当前征费）；

「**上市日期**」指 H 股份首次于联交所主板上市日期；

「《**上市指南**》」指由联交所刊发，经不时修改，补充或变更的《新上市申请人指南》；

「《**上市规则**》」指经不时修改，补充或变更的《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策、指引及其他要求；

「**禁售期**」具有第 5.1 条赋予该词的涵义；

「**发售价**」指根据全球发售将发售及出售的每股 H 股份的最终港元价格（不包括经纪佣金和征费）；

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

「**中国**」指中华人民共和国，惟在本协议中并不包括香港、澳门特别行政区及台湾；

「**初步发售通函**」指预期由本公司就国际配售向有意投资者（包括投资者）发出的初步发售通函（经不时修订及补充）；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

「**招股章程**」指本公司就香港公开发售拟在香港刊发的招股章程；

「**公开文件**」指国际配售的初步发售通函及国际配售通函和本公司就香港公开发售将刊发的招股章程，以及本公司可能就全球发售刊发的有关其他文件及公告，各自均经不时修订及补充；

「**S 规例**」指根据证券法下之 S 规例；

「**监管机构**」具有第 6.2(i) 条赋予该词的涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组因投资者股份而衍生的本公司任何股份或其他证券或权益（不论该些交易是否以现金或其他形式结算）；

「**《证券法》**」指《1933 年美国证券法》（经修订）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指经不时修改，补充或变更的《证券及期货条例》（香港法例第 571 章）；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所给予的涵义；

「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》下的 S 规例所给予的涵义。

1.2 除文义另有所指者，于本协议：

- (a) 凡提述「**条款**」、「**分条款**」或「**附表**」之处均指对本协议的条款、分条款及附表的提述；
- (b) 索引、条款及附表标题仅为方便而设，不得影响本协议的解释或诠释；
- (c) 陈述及附表构成本协议的组成部分，犹如具有于本协议的主体明文列出的相同效力及效果，凡提述本协议之处须包括陈述及附表；
- (d) 单数形式均包括复数形式（反之亦然）；带有性别意义的字眼亦均包括男性及女性两种性别；
- (e) 凡提述本协议或其他文书均包括任何对本协议或该文书的变更或取代者；
- (f) 凡提述法例、法例条文、法规或规则均包括对下列的提述：
 - (i) 不时对于该法例、条文、法规或规则所作出的整合、修订、补充、修改、重新订立，或取替；

- (ii) 被废除并重新订立的任何法例、法例条文、法规或规则（无论有否修改）；及
- (iii) 任何按该法规或条文所订立的附属法例；
- (g) 凡提述「**法规**」均包括任何政府、政府间或超国家性质机构、代理机构、机关、部门或任何监管或自律组织或其他监管机构或组织的任何成文法规、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；
- (i) 凡提述「**人士**」均包括提述个人、商号、公司、法人团体、非法人团体或部门、政府、国家或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；
- (j) 凡提述「**包括**」一词均应被诠释为包括但不限于；及
- (k) 凡提述任何法律行动、补救措施、方法或司法程序、法律文件、法律地位、法庭、官员，或其他有关任何香港以外的司法管辖区的法律概念或事宜，均被视作包括在该司法管辖区内和香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由订约方宽免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人予以宽免）后及本协议的其他条款和条件：

- (a) 透过整体协调人及 / 或其联属人士（作为国际配售相关部分的国际包销商的代表），投资者将按发售价认购及本公司将向投资者发行、配发及配售及整体协调人将在上市日期，向投资者分配及 / 或交付（视乎情况而定）或致使投资者获分配及 / 或交付国际配售项下（或作为其部分）投资者股份；
- (b) 而投资者将按照第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可选择向本公司、联席保荐人及整体协调人以在上市日期前不少于五个营业日送达书面通知通过投资者的全资附属公司认购投资者股份，而该附属公司为专业投资者及(i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

投资者应促使上述全资附属公司在当天向本公司、联席保荐人及整体协调人提供书面确认其同意受本协议中由投资者所给予的相同协议、陈述、保证、承诺、承认及确认约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者代表自身及上述全资附属公司所作出；及

投资者 (i) 无条件及不可撤销地向本公司、联席保荐人及整体协调人保证上述全资附属公司适当及准时履行及遵守其在本协议下的所有协议、责任、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及 (ii) 承诺在各获弥偿方要求下将按照第 6.5 条全额及有效地赔偿各获弥偿方。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、联席保荐人或整体协调人支付任何上述全资附属公司在本协议下有责任支付的金额，并立即在被要求时履行任何上述全资附属公司在本协议下的义务而无需本公司、联席保荐人或整体协调人先行向上述全资附属公司或任何其他人士采取行动。除文义另有指明者外，本协议中「投资者」一词应诠释为包括上述全资附属公司。

- 2.3 本公司及整体协调人（代表彼等本身及全球发售包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一厘定，而且有关决定将为最终定论且对投资者有约束力，有明显错误则除外。

3. 交割条件

- 3.1 投资者在本协议下根据第 2.1 条认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售及 / 或交付（视情况而定）或致使发行、配发、配售及 / 或交付（视情况而定）的义务只能在下述各项条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人予以宽免）在交割或以前获订约方履行或宽免后，方告作实：

- (a) 香港公开发售包销协议和国际配售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），或其后由订约方通过协议的方式予以宽免或修改；
- (b) 整体协调人（代表其自身及全球发售包销商）和本公司已就全球发售议定发售价；
- (c) 联交所上市委员会已批准许可 H 股份（包括投资者股份及其他适用的宽免及批准）上市及买卖，有关批准、允许或宽免在 H 股份开始于联交所买卖前未被撤销；
- (d) 任何政府部门未制定或公布任何禁止完成全球发售或本协议所预期进行的交易的法律，以及并无具有主管司法管辖权的法院并作出实际阻止或禁止完成有关交易的命令或禁令；及
- (e) 投资者于本协议的陈述、保证、确认、承认和承诺均属（截至本协议日期）及将在所有方面属（截至上市日期及交付日期（如适用））准确、完整、真实且不具误导性，以及投资者未有违反本协议。

- 3.2 倘订约方未有满足或宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人及整体协调人于本协议日期后 180 天日期或之前（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）予以宽免），投资者购买及本公司及整体协调人发行、配发、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议向任何其他各方支付的任何款项须不计利息尽商业可行的情况下由有关其他各方退还予投资者（并在任何情况下不迟于由本协议终止日期的 30 天内），而本协议将终止及失效；本公司、联席保荐人及 / 或整体协调人的所有义务及责任亦将终

结及终止，惟本协议依据第 3.2 条终止不得损害任何订约方于该终止时或之前就本协议条款对其他订约方的既有权利或责任。为避免疑问，本条款不得被解释为授予投资者权利以纠正于截至本条上述日期之期间任何违反投资者于本协议作出的陈述、保证或承诺或承认。

- 3.3 投资者确认，无法保证全球发售将会完成，或不会被延迟或终止，或若发售价并不在公开文件所述的意向性发售价范围内。若全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成，或若发售价并不在公开文件所述的意向性发售价范围内，则本公司、联席保荐人或整体协调人或其董事、高级人员、雇员、代理、代表、联系人、合伙人或联属人士对投资者概不产生任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成或若发售价并不在公开文件所述的意向性发售价范围内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、董事、高级人员、雇员、代理、代表、联系人或合伙人提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第 3 条及本第 4 条规限，投资者将根据及作为国际配售一部分以及通过整体协调人（及／或其各自联属人士）以他们作为国际配售相关部分的国际包销商的身份按发售价认购投资者股份。因此，投资者股份将在国际配售交割的同时，按本公司及整体协调人（或／其各自联属人士）决定的时间及方式予以认购。
- 4.2 无论投资者股份何时交付，投资者须于上市日期香港时间上午八时正前以立即可用的结算资金按同日信贷值以港元通过电汇向整体协调人于上市日期前不迟于两（2）个完整营业日书面通知予投资者的港元银行账户全额支付所有投资者股份的总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 待根据第 4.2 条就投资者股份如期付款后，向投资者交付投资者股份应通过中央结算系统作出，作出方式为于上市日期或交付日期（视情况而定）将投资者股份直接存入中央结算系统中，以寄存于投资者于上市日期前不迟于两（2）个营业日书面通知予整体协调人的该中央结算系统投资者参与户口或中央结算系统股份账户。
- 4.4 投资者股份的交付及支付可以循任何由本公司、联席保荐人及整体协调人以及投资者以书面同意的其他方式作出，前提是投资者股份的付款不得晚于上市日期香港时间上午八时正（与交付投资者股份的时间及方式并无关系）。
- 4.5 倘若总投资金额及相关经纪佣金及征费（不论全数或部分）并非以本协议中所指明的时间及方式所收取或支付，则本公司、联席保荐人及整体协调人保留权利以他们的绝对酌情权终止本协议。在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将停止及终结（但无损本公司、联席保荐人及整体协调人所有任何向投资者因其未能履行本协议下义务所提起的申索）。投资者在任何情况下负上全部责任及应以税后基础全数弥偿各获弥偿方可能蒙受或产生因投资者未能按第 6.5 条全数支付总投资金额及相关经纪佣金及征费所引致或相关的任何损失及损害赔偿以及使各获弥偿方免于承担有关赔偿责任。

4.6 如果由于本公司、联席保荐人或整体协调人（视情况而定）无法控制的情况而被阻止或延迟履行本协议项下的义务，则本公司、联席保荐人及整体协调人及其各自附属人士不对因履行本协议义务的任何失败或延迟承担责任，及有权终止本协议，包括但不限于天灾、洪水、疾病、流行病或大流行病的爆发或升级、宣布国家、国际、区域紧急情况、灾难、危机、经济制裁、爆炸、地震、火山爆发及其他自然灾害、瘫痪政府运作、公共骚乱、政治不稳定或威胁和敌对行动升级、战争（无论宣战或未宣战）、恐怖主义、叛乱、传染性疾病爆发、火灾、暴乱、内乱、罢工、停工、其他工业行动、严重的交通中断、电力或其他供应的一般故障、飞机碰撞、意外或机械或电动故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷和任何现有或未来法律、法令、法规的变更，任何现有或未来的政府活动等类似情形。

4.7 如未能符合上市规则的要求，包括但不限于(i)第 8.08(3)条规定，即在上市日期由公众人士持有的 H 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%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），整体协调人及本公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合上市规则的规定。

5. 对投资者的限制

5.1 在第 5.2 条的规限下，投资者为其自身及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）向本公司、联席保荐人及整体协调人同意、作出契诺并承诺未经本公司、联席保荐人及整体协调人的事先书面同意，投资者不会且将促使其附属人士不在自上市日期（含该日）起至六 (6) 个月内（含该日）止的期限内（「禁售期」）的任何时间（不论直接或间接），(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或与第三方签约订立处置相关股份的交易或公开宣布订立(i)所提及的该等交易的意图；(iii)允许自身有控制权上的转变（定义见证监会的《公司收购、合并及股份回购守则》）；或(iv)直接或间接订立与于上述交易具有相同经济效果的任何交易。公司、联席保荐人与整体协调人知悉并确认，本第 5.1 条所规定之锁定期届满后，投资人有权（在符合适用法律法规之要求下）自由转让或以其他方式处置其持有的相关股份，且投资人将尽其一切合理努力确保任何该等处置行为均符合当时生效的所有适用法律法规。

5.2 第 5.1 条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 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、联席保荐人及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) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、联席保荐人及整体协调人为受益人，且条文均令本公司、联席保荐人及整体协调人满意）同意，且投资者承诺该全资附属公司将受投资者于本协议下的义务所约束，包括但不限于第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司应被视为给予与第 6 条中相同的确认、陈述、承诺及保证；
- (d) 投资者及该全资附属公司应被视为由其持有的所有投资者股份的投资者，并共同及个别承担本协议下施加的所有责任及义务；
- (e) 在禁售期届满前的任何时间，若该全资附属公司不再是或将不再是投资者的全资附属公司，则其须（及投资者须促使该附属公司）立即，及在不再是投资者的全资附属公司之前，将其持有的相关股份悉数及有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须（或由投资者促使）发出书面承诺（以令本公司、联席保荐人及整体协调人满意的条文，并以本公司、联席保荐人及整体协调人为受益人）同意且投资者应促使该其全资附属公司同意，将受本协议项下的义务约束，包括但不限于本第 5 条所载对投资者施加的限制并在此下给予相同的确认、确认、承诺、陈述和保证，犹如该全资附属公司自身受限于该等义务及限制，投资者及投资者的该全资附属公司须被视为他们所持有的所有相关股份的投资者，并须共同及个别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司为(i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份。

5.3 投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总持股（直接及间接）应低于本公司的全部已发行股本的 10%（或于《上市规则》中不时就「主要股东」的界定规定的其他百分比），及在上市日后的十二（12）个月内，其不会成为公司的核心关连人士（具有上市规则项下的涵义）。

5.4 投资者同意投资者将以自营投资基准持有本公司的股本，及在本公司、联席保荐人及 / 或整体协调人的合理要求下向本公司、联席保荐人及整体协调人提供合理证明，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及促使其控股股东、联系人及其各自实益拥有人均不会在全球发售建簿过程中申请或预购股份（投资者股份除外）或在香港公开发售中作出股份申请，除非该等行为已按照《上市指南》第 4.15 章的指引向公司、联席保荐人及整体协调人披露，并获得联交所批准。

5.5 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东（定义见招股章程）、集团的任何其他成员或其各自的联属人士、董事、高级人员、雇员或代理订立任何协议或安排，包括任何与上市规则不一致或相悖的附函（包括联交所刊发之《上市指南》第 4.15 章或由监管机构刊发的书面指引）。投资者进一步确认并承诺，概无他们或他们的联属人士、董事、高级职员、雇员或代理人或最终实益拥有人已经或将会签订此类安排或协议。投资者本身及其任何联属人士、董事、

高级职员、监事（如适用）、雇员、员工、联系人、合作伙伴、顾问、代理或代表将对任何违反本 5.5 条的行为负责。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、联席保荐人及整体协调人承认、同意及确认：

- (a) 本公司、联席保荐人及整体协调人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价没有定于公开文件列明的指示性区间内，以及如果全球发售因任何原因而延迟、未进行或未完成，或发售价没有定于公开文件列明的指示性区间内，前述人士概不会对投资者及其联属人士负有任何责任，且投资者特此放弃以全球发售因任何原因推迟或未按预期日期和时间完成或根本未完成或发售价不在公开文件所载指示性范围内为由向本公司、联席保荐人及整体协调人及其各自的联属人士提起任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息及本协议所预期的订约方之间的关系和安排须在公开文件及全球发售的其他营销及路演材料中披露，而且公开文件及该等其他营销及路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供公众查阅；
- (c) 成为根据上市规则要求向联交所提交的或在 FINI 上提交的有关投资者的信息将会与公司、中国证监会、联交所、证监会以及香港的其他监管机构共享，并将包含在整合获配售人名单中，该名单将在 FINI 上披露给参与全球发售的整体协调人；
- (d) 发售价将完全根据全球发售的条款及条件厘定，投资者并无任何权利对之作出任何反对；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际配售的国际包销商的代表身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲、章程细则或其他章程或章程性质文件及本协议的条款和条件及任何适用法律接受投资者股份；
- (g) 投资者股份的数量可被以下因素影响：在香港公开发售及国际配售期间按《上市规则》第 18 项应用指引及《上市指南》第 4.14 章而作出的 H 股份重新分配或联交所不时批准适用于本公司的该等百分比；
- (h) 整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数目的分配，以符合《上市规则》的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，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%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或

(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40%的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (i) 公司、联席保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或附属公司或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；
- (j) 在或接近签订本协议时或其后（但须在任何在国际配售交割前），本公司、联席保荐人及 / 或整体协调人已经或可能及 / 或打算和一个或多个其他投资者签订类似投资的协议作为国际配售的一部份；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州证券或其他司法权区法律登记，且不得在美国或向或为任何美国人士或为其利益或为其利益或在任何其他司法权区为任何人士本身或为其利益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效登记声明或获豁免《证券法》登记要求者或不受上述者规限的交易除外（对于任何其他司法管辖区而言，则获有关司法权区适用法律允许者除外）；
- (l) 投资者明白及同意投资者股份的转让仅可根据 S 规例在美国境外通过「离岸交易」（定义见《证券法》S 规例）进行，并在各情况而言根据任何美国州份及任何其他司法管辖区适用的证券法律，及代表投资者股份的任何股票须附有以上大致情况的备注；
- (m) 投资者明白，本公司、联席保荐人、整体协调人或国际配售的任何国际包销商及其各自附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、员工、代理、顾问、联营公司、合伙人和代表均无对后续再销售、转售、质押或转让投资者股份就《证券法》下第 144A 条规则或任何其他适用豁免的可用性作出任何声明；
- (n) 除第 5.2 条规定外，对于附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 投资者已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》）的信息：
(i) 除按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「获授权代表」）披露仅作评估投资投资者股份用途或法律要求外不得向任何人士披露有关信息，直至有关信息在投资者、或其任何获授权代表没有过失的情况下变成公开信息；
(ii) 彼等各自将尽最大努力确保其获授权代表（按照本第 6.1(o)条获透露有关信息透露的人士）不会向获授权代表以外人士披露有关信息（按需知情基准披露者除外）；以及
(iii)并无及将确保其获授权代表（按照本第 6.1(o)条将获透露有关信息的人士）不会以将导致任何违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律

（包括任何内幕人士交易规定）的方式，直接或间接购买、出售或买卖或以其他方式交易本公司或其联属人士或联系人的 H 股份或其他证券或衍生工具；

- (p) 以保密基础提供予投资者的本协议、招股章程草稿、初步发售通函草稿所载信息以及任何其他可能已以保密基础提供予投资者及 / 或其代表的材料（不论书面或口头上的）均不可向任何其他人士复制、披露、传阅或散播，及如此提供的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不应依赖有关信息。为免生疑问：
- (i) 招股章程草稿、初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料均不构成邀请或要约或招揽于任何不允许有关要约、招揽或销售的司法管辖权区收购、购买或认购任何证券，而任何载于招股章程草稿或初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头上的）均不构成任何合约或承担的基础；
 - (ii) 不得以初步发售通函草稿或招股章程草稿或任何其他可能提供予投资者及 / 或其代表的材料为基础，作出或接收认购、收购或购买任何 H 股份或其他证券的书面或口头要约或邀请；及
 - (iii) 初步发售通函草稿或招股章程草稿或可能提供予投资者的任何其他材料（不论书面上或口头上的）有可能在本协议签订后再作出更改，投资者不应倚赖相关草稿来决定是否投资于投资者股份。投资者谨此对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；
- (q) 本协议并不集体或分别构成于美国或任何其他有关要约属非法的司法管辖权区出售证券的要约；
- (r) 投资者已被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者及 / 或其代理提供有关投资者或代投资者要求的投资于投资者股份的所有文件和信息；
- (s) 在作出投资决定时，投资者仅已及将依赖本公司发布的国际配售通函所提供的信息，并未或将不会依赖本公司、联席保荐人及 / 或整体协调人或代本公司、联席保荐人及 / 或整体协调人于本协议日期或之前提供给投资者（包括其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），且可能与国际配售通函中提供的信息相冲突、未载入当中或被当中信息所取代的任何其他信息，以及本公司、联席保荐人、整体协调人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际配售通函中未载列的任何信息的准确性或完整性作出任何声明及提供任何保证或承诺，且本公司、联席保荐人、整体协调人及其各自顾问及其联属人士不因使用该等信息而曾经或将会对投资者或其各自的董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) 联席保荐人、整体协调人、其他包销商或他们各自的董事、高级人员、雇员、附属公司、代理、联系人、代表、合伙人及联属人士概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。除最终国际发售通函所载列者外，本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。
- (u) 投资者会遵守本协议、《上市规则》及任何适用法律下不时适用其处置（直接或间接）任何相关股份（就此而言其属或将为（直接或间接）或招股章程显示为实益拥有人）的所有限制（如有）；
- (v) 投资者已就本公司，本集团及投资者股份及本协议载列的投资者股份认购条款自行进行调查，且已获得其认为必要或适当或其自身就包括有关投资于投资者股份的税务、监管、财务、会计、法律、货币及其他方面信纳以及其对于投资者而言的适合性的自身独立建议（包括税务、监管、财务、会计、法律、货币及其他方面），以及并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他包销商、资本市场中介人（或为彼等）就全球发售获取或开展（视情况而定）的任何建议（包括税务、监管、财务、会计、法律、货币及其他方面）或任何尽职审查或调查或其他建议或告慰，且本公司、联席保荐人、整体协调人或他们各自的联系人、联属人士、董事、高级人员、雇员、顾问或代表概不对认购投资者股份或与投资者股份交易有关的任何税务、监管、财务、审计、法律、货币或其他经济或其他后果承担任何责任；
- (w) 投资者明白，投资者股份目前并无公开市场，及本公司、联席保荐人、整体协调人及资本市场中介人高级人员并未就投资者股份将存在公开市场作出任何保证；
- (x) 如全球发售因任何原因延迟或终止或未能完成，本公司、联席保荐人、整体协调人或任何其他其各自的联系人、联属人士、董事、高级人员、雇员、顾问、代理或投资者代表或其他的附属公司均不会负有责任；
- (y) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股份数目及(ii)香港公开发售及国际配售项下分别待发行的 H 股份数目拥有绝对酌情权；
- (z) 买卖相关 H 股份须遵守适用的法律法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何有资格的证券交易所的相关规则对股票买卖的限制；
- (aa) 投资者（一方）与公司、公司任何股东、整体协调人及/或联席保荐人（另一方）之间并无就全球发售订立任何其他协议（本协议及投资者与公司签订的保密协议（如有）除外）；

- (bb) 公司将不承认任何不符合本协议所述限制的与相关股份的要约、出售、质押或其他转让；及
- (cc) 投资者同意投资者股份的相关总投资金额及相关经纪佣金和征费，须于上市日期香港时间上午 8 时正 或根据第 4.4 条协定的其他日期之前缴付。

6.2 投资者进一步向本公司、联席保荐人及整体协调人声明、保证和承诺：

- (a) 投资者根据其注册成立地点的法律妥为注册成立并有效存续，并无就其清算或清盘而提出任何呈请、命令或通过决议案；
- (b) 其有资格接收和使用本协议项下的资料（包括但不限于本协议、招股章程草拟本和初步发行通函草拟本），这不会违反适用于该投资者的所有法律或需要在该投资者所在的司法管辖区内进行任何注册或获得许可；
- (c) 投资者具有按当前方式拥有、使用、租赁及经营其资产，及开展其业务的法定权利和权限；
- (d) 投资者拥有订立本协议及履行其于本协议项下的义务的十足权力、权限及能力，且已采取签立及交付本协议、订立及进行本协议项下拟进行的交易及履行其于本协议下的义务所有所需行动（包括取得任何政府或监管机构或其他第三方的所有所需同意、批准及授权），因此，除第 3.1 条规定的条件外，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、批准和授权的约束；
- (e) 本协议已获投资者妥为授权、执行及交付，并构成合法有效而且对投资者具约束力及可向他们按本协议条款行使的责任。
- (f) 投资者已采取及将在本协议期间采取履行本协议下义务、令本协议下拟进行的交易及本协议生效所需的所有必要行动，并遵守所有相关法律；
- (g) (i) 所有按任何适用于投资者的相关法律投资者须就本协议而认购的投资者股份需取得的同意、批准、授权、许可及登记（「批准」）已被取得及具十足效力及效用；(ii) 不受限于任何尚未被满足或履行的先决条件；及 (iii) 截至本协议日期，该等批准并无被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再具有完全效力和作用，将立即通知本公司、联席保荐人及整体协调人。
- (h) 就投资者签立及交付本协议、履行本协议及认购或收购（视乎情况而定）投资者股份而言，投资者将不会抵触或上述者不会导致投资者抵触：(i) 投资者的组织章程大纲及组织章程细则（或同等章程或章程性文件）的任何条文；或 (ii) 投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购或收购（视乎情况而定）投资者股份以其他方式分别适用于投资者的法律；或 (iii) 对投资者具有约束力的任何协议或 其他文书(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) 投资者已经遵守并会遵守所有司法管辖区所有适用于认购投资者股份的法律，包括直接或间接通过本公司、联席保荐人及/或整体协调人向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供或促使提供信息，以及同意并同意在每种情况下根据适用法律的要求或任何监管机构不时要求披露此类信息（包括但不限于 (i) 投资者的身份信息和其最终受益所有人和/或最终负责发出与认购投资者股份有关的指示的人（包括但不限于他们各自的姓名和名称）公司注册地）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、投资总额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）；(iv) 投资者或实益拥有者和联系人与公司及其任何股东之间的任何关联关系（统称为，「**投资者相关信息**」）在任何监管机构要求的时间内，投资者进一步授权公司、联席保荐人及整体协调人或其各自的关联公司、董事、高管、员工、顾问和代表根据上市规则或适用法律的要求或任何相关监管机构的要求，向此类监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关的信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致 (i) 其能评估投资者股份潜在投资的优点及风险；(ii) 其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii) 其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及 (iv) 其在投资发展程度类似之公司的证券的交易方面具备经验；
- (k) 投资者的通常业务是买卖股份或债权，或是专业投资者，而且并不会因签订本协议而成为任何联席保荐人、整体协调人或包销商与其项下交易相关的客户；
- (l) 投资者正为自身利益、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，投资者无权提名任何人士为本公司的董事或高级人员；
- (m) 投资者在美国境外认购投资者股份，且投资者是透过「离岸交易」（定义见《证券法》S 规例）认购投资者股份，而且并不是美国人士；
- (n) 投资者透过豁免于或不受限于《证券法》登记规定的交易而认购投资者股份；
- (o) 投资者及投资者的实益持有人及 / 或联系人 (i) 是本公司的独立第三方；(ii) 并非本公司的关连人士（定义见《上市规则》）或联系人，而投资者对投资者股份的认购并不会导致投资者及其实益持有人及 / 或联系人变成本公司的关连人士（定义见《上市规则》），不论投资者及任何其他可能会（或已经）签订本协议所提述的任何其他协议的其他人士之间的任何关系，并且会在紧接本协议的完成后，独立于并且不会和其他与本公司控制权相关的任何关连人士采取一致行动（定义见《香港公司收购及合并守则》）；(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非直接地或间接地受(1)本公司的核心关连人士（定义见上市规则）或(2)本公司或其任何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，或任何公司的紧密联系人（定义见上市规则）融资、资助或支持，亦并非惯常听从及没有听从任何该等人士有关收购、出售、

投票或其他处置本公司证券的指示；及(v)本公司或其任何股东不存在关联关系，除非向本公司、联席保荐人、整体协调人另行书面披露；

- (p) 投资者、其实益拥有人、联系人及／或紧密联系人均非联席保荐人、整体协调人、资本市场中介人或任何其他全球发售的账簿管理人、牵头经办人或包销商、或牵头经纪商或任何分销商的「关连客户」，且不属于《上市规则》附录 F1《股权证券配售指引》所述任何类别的人士。「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录 F1《股本证券的配售指引》赋予的涵义；
- (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》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；
- (r) 投资者、实益持有人，及其各自的联系人都并非本公司的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或其联系人或任何上述者的代理人；
- (s) 除事先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 获配售人名单模板或 FINI 有关获配售人界面或其他上市规则要求披露的任何获配售人类别（「基石投资者」除外）；或 (b)根据上市规则（包括其第 12.08A 条）规定须在公司配发结果公告中注明的任何获配售人类别；
- (t) 投资者并未及将不会就分销 H 股份与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 投资者收购投资者股份遵守所有适用法律，包括《上市规则》附录 F1《股本证券的配售指引》及联交所刊发之《上市指南》第 4.15 章的规定；
- (v) 投资者、其实益拥有人及 / 或联系人在认购本协议项下投资者股份时并非受本公司、本公司的附属公司、本公司的任何关连人士、联席保荐人、整体协调人或任何一家全球发售包销商或资本市场中介人直接或间接提供资金或支持；投资者及其联系人（如有）各自独立于与其他已或将参与全球发售的其他投资者或其任何联系人，且与之概无关联；
- (w) 除本协议以外，任何投资者或其联属人士、董事、高级人员、雇员或代理人均没有与本公司或其控股股东、集团任何成员公司及其各自的联属人士、董事、高级人员、雇员及代理人订立任何协议或安排，包括但不限于不符合上市规则（包括《上市指南》第 4.15 章）的任何补充函件；
- (x) 除 Giga Industries Limited（投资者联系人）与本公司签署的基石投资协议以外，投资者或其联系人并未且不会在全球发售中通过建档流程申请或订购任何 H 股份；
- (y) 除本协议规定外，投资者没有与任何政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺；

- (z) 除之前以书面形式向本公司、联席保荐人和整体协调人披露的情况外，投资者、其实益拥有人和/或联系人尚未也不会达成任何互换安排或其他财务或投资涉及投资者股份的产品；及
- (aa) 投资者没有获得，也不打算获得贷款或其他形式的债务融资来履行其在本协议下的支付义务。

- 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，表示附表二所载有关其及其所属的公司集团的描述以及向监管机构和/或任何公司、联席保荐人、整体协调人及其各自附属公司提供和/或应监管机构和/或要求提供的所有投资者相关信息在所有方面真实、完整及准确及无误导性。在不损害第 6.1(b) 条规定的前提下，投资者不可撤销地同意于本公司或代表本公司发布的公开文件、营销及路演材料中及其他本公司、联席保荐人及 / 或整体协调人可就全球发售刊发的公告或展示的文件中提述及纳入其名称及对本协议作全部或部分描述（包括在附表二所载的说明），只要本公司、联席保荐人及整体协调人全权认为有需要即可。投资者承诺尽快提供有关其、其拥有权及 / 或本公司、联席保荐人及 / 或整体协调人可能合理要求的附表二所述事宜的其他信息及 / 或证明文件（包括其最终实益拥有权），以确保其遵守适用法律及 / 或公司或证券登记及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，审阅向投资者不时提供纳入于公开文件草稿及其他有关全球发售的营销材料中有关其及其所属的公司集团的描述，并作出投资者可能合理要求的有关修订（如有）后，投资者被视为保证有关其及其所属的公司集团的描述在所有方面属真实、准确及完整以及没有误导性。
- 6.4 投资者明白，依据（其中包括）香港法例及美国证券法律等须作出第 6.1 及 6.2 条所载的保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、全球发售的其他包销商、及其各自附属公司、代理、联属人士及顾问，及其他人士将依赖此处所载投资者的保证、承诺、陈述、确认及承认的真实性、完整性及准确性，且其同意，如在此处所载任何保证、承诺、陈述、确认或承认在任何方面不再准确及完整或变得具有误导性，会立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 投资者同意及承诺，在经要求后，投资者对本公司、联席保荐人、整体协调人、全球发售的其他包销商（各自为彼等本身及受托为其各自联属人士、任何控制其的人士（见《证券法》所赋予涵义）、其各自的高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」））因认购投资者股份、投资者股份或本协议而可能以任何方式针对任何获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害（包括由投资者或其任何各自的高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人（或由彼等导致）违反本协议或声称违反本协议或本协议项下任何行为或不作为或声称行为或不作为）及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支，按税后基础作出全额弥偿及使各获弥偿方免于承担有关赔偿责任。双方特别确认，根据本条款 6.5 给予的赔偿将在本协议终止后继续有效。
- 6.6 投资者于本协议的第 6.1、6.2、6.3、6.4 及 6.5 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均构成单独的承认、确认、陈述、保证及承诺，及须被视为于上市日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、包销商和资本

市场中介人将依赖投资者的确认和承认的真实性和准确性，并且投资者同意，如果其中的任何确认或承认不再准确和完整或变得误导，将立即书面通知本公司、联席保荐人、整体协调人和资本市场中介人。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 以付款后及第 5.1 条规定的禁售期为限，按第 4.3 条交付予投资者的投资者股份为全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、按揭、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的 H 股份享有同等地位。
- (d) 本公司及其控股股东、其集团任何成员及其各自的联属人士、董事、高级人员、雇员或代理概不与任何投资者或其联属人士、董事、高级人员、雇员或代理签订任何的协议或安排，包括任何与上市规则不一致（包括联交所刊发之《上市指南》第 4.15 章）的附函；及
- (e) 除本协议规定外，本公司或任何本集团的成员，以及其分别的联属人士、董事、高级人员、雇员或代理，均没有与政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际配售通函所载的资料，以及就国际配售通函而言，投资者应拥有与购买国际配售中的其他购买 H 股份的投资者相同的权利。

6.9 投资者承诺，将及时向联席保荐人、整体协调人、联席全球协调人及资本市场中介机构即时提供一切必要协助，以确保其能够 (i) 完全遵守其在所有相关法律及法规（包括但不限于联交所及/或证监会及/或中国证监会不时发出的《上市规则》、刊物及《证券及期货事务监察委员会持牌人或注册人操守准则》及任何规则）项下的责任及 (ii) 满足联交所、证监会及/或中国证监会或适用本公司的登记及/或主管监管机构提出的问询或要求。

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条予以终止；
- (b) 倘若投资者（如果根据第 5.2 条转让投资者股份，则为投资者的全资子公司）在国际配售结束日或以前违反本协议（包括投资者违反其在本协议下作出的任何陈述，保证、承诺及确认），则由本公司或联席保荐人及整体协调人单方面终止（即使本协议已有任何相反规定）；或

(c) 经本协议所有订约方书面同意予以终止。

- 7.2 倘若本协议根据第 7.1 条终止，订约方不需继续履行他们在本协议下各自的义务（除在第 8.1 条载列的保密义务）所约束，订约方的权利和责任（除在第 6.5 及第 11 条载列的权利）应停止。任何订约方不得任何向其他订约方提出申索，惟任何订约方就本协议条款，在协议终止时或之前就向其他订约方进已经应有的权利或责任则不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议（如有）另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人、资本市场中介人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可向以下人士或机构披露本协议：

- (a) 向联交所、证监会、中国证监会及／或管辖本公司、联席保荐人、整体协调人及资本市场中介人的相关监管机构披露，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发布的公开文件及由或代表本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售刊发的营销、路演材料及其他公告中进行描述；
- (b) 订约方法律顾问、财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的基础），前提是 (i) 该订约方须尽全力促使该方各法律顾问、财务顾问及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉及遵守本条款项下所有保密责任，犹如他们为本协议下的订约方，以及 (ii) 对该订约方有关法律、财务及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反有关保密责任的行为承担责任；及
- (c) 属任何适用法律、任何政府部门或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会）或证券交易所规则（包括就本公司而言，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递交给香港公司注册处以作登记及于本公司和联交所网站刊登）或任何具约束力的判决、命令或任何主管政府部门规定可能要求任何订约方作出披露者。

- 8.2 投资者不得就本协议或任何相关事宜作出其他指称或披露，惟投资者已事先咨询本公司、联席保荐人及整体协调人并获得他们就该披露的原则、形式及内容上的书面同意除外。

- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及公开文件并无遗漏有关其的重大资料，并应立即向本公司、联席保荐人及整体协调人及他们各自的律师提供任何意见及验证文件。

- 8.4 投资者承诺，就准备任何第 8.1 条要求的披露时提供所有即时协助（包括提供本公司、联席保荐人或整体协调人可能合理要求，有关其、其背景信息、其与公司的关系及其拥有权（包括其最终实益拥有权）及／或以其他形式与上述事宜相关的信息及／或证明文件），以 (i) 更新在本协议日期之后的公开文件中投资者的描述及验证有关提述内容及 (ii) 令本公司、联席保荐人及整体协调人能够遵守适用的公司或证券登记及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

- 9.1 根据本协议交付的所有通知须以英文或中文书面作出，并按第 9.2 条的方式交付至以下地址：

若通知本公司：

地址： Units 903A-905, 9/F, Observatory Road, Tsim Sha Tsui, Kowloon, Hong Kong

传真： /

电邮： hq@xzzhky.com

联络人： 何前

若通知投资者：

地址： 香港湾仔港湾道 26 号华润大厦 38 楼

传真： /

电邮： freyapeng@gbahomeland.com

联络人： 彭博

若通知国金：

地址： 香港上环皇后大道中 183 号中远大厦 35 楼 3501-08 室

传真： /

电邮： yilu@hksinolink.com.hk

联络人： 陆奕

若通知迟时：

地址： 香港上环德辅道中 188 号金龙中心 26 楼 2602 室

传真： /

电邮： mfok@maxafg.com

联络人： 霍志达

- 9.2 根据本协议交付的任何通知须由专人递送或透过传真、电邮或预付邮件传送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电邮发送，则在发送时间之后立即正式发送（如发件人发送电子邮件的设备所记录，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信息）；若通过传真发送，则为收到确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递之后 48 小时（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下一个营业日收到。

10. 一般条款

- 10.1 各订约方确认及表示本协议获其妥为授权、签立及交付，而本协议构成法律上有效及具约束力的义务，并可根据本协议条款针对其强制执行。除有本公司可要求的同意、批准及授权以进行全球发售外，本协议无需有关订约方法人、股东或其他同意、批准及授权，以履行本协议的义务，且各订约方进一步确认其能够履行本协议描述的义务。
- 10.2 除明显错误外，就本协议而言，本公司及整体协调人善意作出有关投资者股份数目、发售价的计算及厘定以及投资者必须支付的金额应为最终且有约束力计算及决定。
- 10.3 本协议规定的各联席保荐人及整体协调人的义务是各别承担的（而非是共同或共同且个别承担的）。联席保荐人及整体协调人不对任何其他联席保荐人及整体协调人未能履行本协议规定的各自义务承担责任，且任何其他联席保荐人及整体协调人未能履行本协议规定的义务均不影响任何联席保荐人及整体协调人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有权在适用法律允许的范围内，单独与其他联席保荐人及整体协调人共同行使本协议规定的任何或所有权利。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应合作。
- 10.5 除非经各方或其代表以书面形式作出并签署，否则本协议之任何变动或变更不得生效。
- 10.6 除非经各订约方以书面形式同意，否则各订约方须自行承担就本协议招致的法律及专业费用、成本及开支，惟就本协议项下拟进行的任何交易产生的印花税则须由相关转让人／卖方及相关受让人／买方平分。

- 10.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过订约方之间的共同书面协议延期。
- 10.8 除与当时已经执行的该等事项有关者外，在可予履行或遵守的范围内，即使投资者根据第 4 条进行交割，本协议所有条文仍继续具有十足的效力及作用，惟订约方书面同意终止者除外。
- 10.9 除了投资者签订的保密协议外，本协议构成订约方之间的整份协议及谅解。本协议取代及终结与他们之间有关本协议主旨事项的所有先前承诺、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 除本第 10.10 条规限外，非本协议订约方的人士并无任何在《合约(第三者权利)条例》下的权利以执行本协议的任何条款，惟此并不影响第三方除《合约(第三者权利)条例》外已有的任何权利或济助：
- (a) 获弥偿方可执利及倚赖第 6.5 条，犹如他们是本协议的订约方。
- (b) 本协议可在没有于第 10.10 (a) 条分条款提述的人士的同意下被终止或撤销，而任何条款可被修订、更改或免除。
- 10.11 联席保荐人及整体协调人各有权力，并现获授权可以以其认为适当的方式及条款（不论是否有任何正式手续，及不需任何向本公司或投资者作出事前通知）向其任何一名或以上联属人士转授所有或任何其相关的权利、责任、权力或酌情权。联席保荐人及整体协调人应各别地，而非共同及各别地，继续为任何其按本分条款转授权利、责任、权力及 / 或酌情权的联属人士之所有行为或不作为（即使为转授）负责。
- 10.12 订约方延迟或未能行使或强制执行本协议或法律规定的任何权利（全部或部分）不得构成放弃或豁免或以任何方式限制该订约方的能力以进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍进一步行使或行使该权利或补救措施或任何其他权利或补救。本协议载列的权利、权力及补救措施可累积，且不排除任何权利、权力及补救措施（不论为法律或其他所规定者）。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.14 本协议只对订约方及其所属后裔、遗嘱执行人、遗产管理人、继承人及获许可的受让人具约束力，上述各方均享有本协议项下的权益。其他人士在本协议下不可以获得或有任何权利。除内部重组或重整的目的外，订约方不能转让在本协议下的全部或部分权益、利益或权利。不得指让本协议下的义务。

10.15 在不损害其他订约方向投资者追讨损失及损害的所有权利，倘若在上市日期或之前，投资者违反任何保证，即使本协议已有任何相反规定，本公司、联席保荐人及整体协调人有撤销本协议的权利，而订约方在本协议中的所有义务即时终止。

10.16 各订约方向其他订约方承诺其会签立及履行进一步需要的文件及行动，及促使文件的签立及履行，以令本协议的条款生效。

11. 管辖法律及司法管辖权

11.1 管辖法律：本协议受香港法例管辖并据其解释。

11.2 法庭程序：为联席保荐人及整体协调人的独有利益，各订约方现各自不可撤销地：

(a) 同意香港法院就着任何就本协议而引起的或与本协议相关的申索、争议或分歧，有排他性司法管辖权。各方亦服从该等法院的司法管辖权，并同意有关该等索偿、争议或分歧的任何程序，可于该等法院提出，前提是对香港法院司法管辖等的服从，不会（亦不应被视作）限制联席保荐人及整体协调人各自的权利以在任何其他具有司法管辖权的法院，或在多于一个司法管辖区，提出法律程序；及

(b) 基于不方便法院原则或其他原因放弃就着与本协议相关的法律程序对香港法院提出反对，并同意任何该等法院就与本协议相关的判决或命令属不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

11.3 服从管辖权：各订约方谨此不可撤销地服从任何在具管辖权的司法管辖区的排他性司法管辖权，而该司法程序根据第 11 条是允许的。

11.4 放弃对于司法管辖权提出反对：各订约方谨此不可撤销地放弃（及不可撤销地同意不会提出）现时或其后在任何第 11 条的规定下可进行法律程序的具司法管辖区的法院内，任何有关处理法律程序的地点的反对，以及任何不方便法院原则的声称，并进一步不可撤销地同意在该等法院的判决不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

12. 豁免权

12.1 就任何司法管辖区的任何法律程序（包括仲裁程序）而言，投资者得以或可为其本身或其资产或收益申请豁免（以主权或皇家地位为由）任何法律行动、诉讼、程序或或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、法律程序文件送达、扣押或协助执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）或授予任何济助或强制执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或（在任何可将其自身或其资产、财产或收益归于任何此类豁免（无论是否提出申请）的程序）投资者特此不可撤销地及无条件地同意不会就任何有关程序申请及放弃请求或申请该豁免权。

13. 副本

13.1 本协议可订立任何数量的副本，由本协议各订约方在单独的副本上订立。各个副本均为正本，且所有副本须合共构成一份及相同文书。通过电邮附件（PDF）或传真递送的本协议已订立副本签署页为有效的交付方式。

兹证明 各订约方经妥为授权签署人于开首所示日期订立本协议，以昭信守。

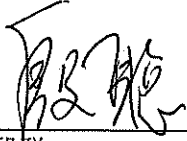


为及代表：
西藏智汇矿业股份有限公司

姓名：何前
职衔：执行董事

为及代表：

POLY PLATINUM ENTERPRISES LIMITED

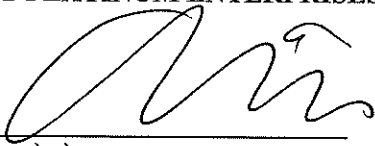


姓名：殷聰

职衔：授权签字人

为及代表：

POLY PLATINUM ENTERPRISES LIMITED

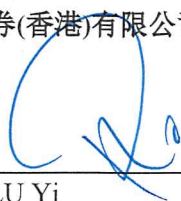


姓名：宁安

职衔：授权签字人

为及代表：

国金证券(香港)有限公司



姓名：LU Yi

职衔：企业融资部董事总经理

为及代表：

国金证券(香港)有限公司



姓名：Xiao Dongyuan Sofia

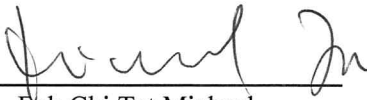
职衔：Director

为及代表：
迈时资本有限公司

A handwritten signature in black ink, consisting of three distinct, stylized characters, positioned above a horizontal line.

姓名：Cheung Siu Kai
职衔：Managing Director

为及代表：
迈时资本有限公司


姓名：Fok Chi Tat Michael
职衔：Managing Director

附表一
投资者股份

投资者股份数目

投资者股份的数目应等于(1) 30,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及费用），除以 (2) 发售价（向下调整至最近接每手 1,000 股股份的完整买卖单位）。

另外，联席保荐人、整体协调人和本公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足上市规则的相关要求，包括但不限于 (i) 上市规则第 8.08(3)条的要求（该条款规定，于上市日期由公众人士持有的证券中，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%），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定的最低公众持股量要求或联交所豁免的其他要求，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv)上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例。此外，整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股权证券的配售指引）。

附表二
投资者详情

投资者

注册成立地点:	British Virgin Islands
注册成立证书编号:	1F01CD1191
商业登记号码:	1997738
公司地址和电话号码及联系人:	香港湾仔港湾道 26 号华润大厦 38 楼 彭博 freyapeng@gbahomeland.com
主要业务:	投资
最终控股股东:	Greater Bay Area Homeland Investments Limited
最终控股股东的注册成立地点:	香港湾仔港湾道 26 号华润大厦 38 楼
最终控股股东的商业登记号码及 LEI 号码:	69108992
最终控股股东的主要业务:	投资控股
股东及持有权益:	100%
投资者在招股章程的描述:	Poly Platinum is an investment holding company and was incorporated in the British Virgin Islands on 9 November 2018. It is a wholly-controlled subsidiary of Greater Bay Area Homeland Development Fund LP (大灣區共同家園發展基金有限合夥)(“Greater Bay Area Fund”). The Greater Bay Area Fund is a private fund established in the Cayman Islands and is jointly owned by a number of international large-scale industrial institutions, financial institutions and new economic enterprises, each of which holds less than 16% equity interest therein. The general partner of the Greater Bay Area Fund is Greater Bay Area Homeland Development Fund (GP) Limited (大灣區共同家園發展基金(GP)有限公司)(“GBAHD GP”), which is ultimately wholly-owned by GBAHIL.

GBAHIL is a company incorporated in Hong Kong with limited liability and is jointly owned by a number of international large-scale industrial institutions, financial institutions and new economic enterprises, each of which holds less than 13% equity interest therein. GBAHIL's business encompasses investment, investment holding and the establishment or management of private equity funds through its subsidiaries to grasp the historical opportunities of the development of Guangdong-Hong Kong-Macao Greater Bay Area, and the construction of an international innovation and technology hub, focusing on technological innovation, industrial upgrading, quality of life, smart city and all other related industries.

Poly Platinum and the Greater Bay Area Fund are under the discretionary management by Greater Bay Area Development Fund Management Limited (大灣區發展基金管理有限公司) ("GBA Development Fund"), a company licensed under the SFO to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities in Hong Kong. No single ultimate beneficial owner holds 30% or more interests in GBA Development Fund.

相关投资者类别（根据要求包含在联交所的 FINI 基石投资者
承配人名单模板中或要求 FINI 界面披露与地点相
关的信息）：

DATED 10 December 2025

XIZANG ZHIHUI MINING CO., LTD.
(西藏智匯礦業股份有限公司)

THE WARRANTING SHAREHOLDERS
(whose names appear in SCHEDULE 1)

SINOLINK SECURITIES (HONG KONG) COMPANY LIMITED

MAXA CAPITAL LIMITED

and

THE HONG KONG UNDERWRITERS
(whose names appear in SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 12,196,000 H Shares
(subject to reallocation)
of nominal value of RMB1.00 per H Share in the share capital of
XIZANG ZHIHUI MINING CO., LTD.
(西藏智匯礦業股份有限公司)
being part of a global offering of initially 121,952,000 H Shares

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION	2
2. CONDITIONS	11
3. APPOINTMENTS	14
4. THE HONG KONG PUBLIC OFFERING.....	18
5. ALLOTMENT AND PAYMENT	23
6. COMMISSIONS AND COSTS.....	25
7. STABILIZATION.....	27
8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....	28
9. RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES	31
10. FURTHER UNDERTAKINGS.....	34
11. TERMINATION	40
12. INDEMNITY	44
13. ANNOUNCEMENTS	48
14. CONFIDENTIALITY	49
15. NOTICES.....	49
16. GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY	51
17. GENERAL PROVISIONS	53
SCHEDULE 1 THE WARRANTING SHAREHOLDERS	68
SCHEDULE 2 THE HONG KONG UNDERWRITERS	69
SCHEDULE 3 THE WARRANTIES.....	72
SCHEDULE 4 CONDITIONS PRECEDENT DOCUMENTS.....	108
SCHEDULE 5 SET-OFF ARRANGEMENTS.....	112
SCHEDULE 6 PROFESSIONAL INVESTOR TREATMENT NOTICE	113

THIS AGREEMENT is made on 10 December 2025

AMONGST:

- (1) **XIZANG ZHIHUI MINING CO., LTD. (西藏智匯礦業股份有限公司)**, a joint stock company established in the People's Republic of China with limited liability and having its registered office at Building 2, No. 2 Tongzhan West Road, Serni District, Nagqu, Xizang, PRC (the **"Company"**);
- (2) **The persons** whose respective names and addresses are set out in SCHEDULE 1 (collectively the **"Warranting Shareholders"** and each of them a **"Warranting Shareholder"**);
- (3) **SINOLINK SECURITIES (HONG KONG) COMPANY LIMITED**, whose principal place of business is at Unit 3501-08, 35/F, Cosco Tower, 183 Queen's Road Central, Hong Kong (**"Sinolink Securities"**);
- (4) **MAXA CAPITAL LIMITED**, whose principal place of business is at Unit 2602, 26/F, Golden Centre, 188 Des Voeux Road Central, Sheung Wan, Hong Kong (**"Maxa Capital"**); and
- (5) **The Hong Kong Underwriters** whose respective names and addresses are set out in SCHEDULE 2 (collectively the **"Hong Kong Underwriters"** and each of them a **"Hong Kong Underwriter"**).

RECITALS:

- (A) The Company is a joint stock company established in the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered capital of RMB365,853,659, comprising 365,853,659 Domestic Shares with a nominal value of RMB1.00 each.
- (B) As at the date of this Agreement, the Company was held by Xizang Zhifeng as to approximately 54.12%. Upon completion of the Global Offering, Xizang Zhifeng will be interested in approximately 40.59% of the total issued share capital of the Company.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will (i) offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering; and (ii) concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulations S under the Securities Act in the International Offering.
- (D) In conjunction with the Global Offering, the Joint Sponsors have made an application on behalf of the Company on 17 April 2025 to the Listing Division of the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK.
- (E) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (F) The Company and the Warranting Shareholders have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.
- (G) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H share registrar for the H Shares.

- (H) The Company has appointed China CITIC Bank International Limited as the Receiving Bank for the Hong Kong Public Offering and The Ka Wah Bank (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (I) The Company, the Warranting Shareholders, the Overall Coordinators and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (J) At a meeting of the Board held on 2 December 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and any one of the Directors was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (K) In connection with the Global Offering, the Company obtained the notice of filing from the CSRC dated 25 September 2025.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

“Acceptance Date” means 16 December 2025, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

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

“Admission” means the grant by the Stock Exchange of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK;

“affiliate” means (i) in relation to any person, shall be any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person, and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified; for the purpose 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 **“controlling”, “controlled by”** and **“under common control with”** shall be construed accordingly;

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

“Application Proof(s)” means the application proofs of the prospectus of the Company posted on the SEHK’s website at www.hkexnews.hk on 17 April 2025 and 23 October 2025;

“Approvals and Filings” means all approvals (including but not limited to the CSRC Filings), consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations, filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

“Articles of Association” means the articles of association of the Company, which will become effective on the Listing Date, as amended, supplemented or otherwise modified from time to time;

“associate” or **“close associate”** shall have the respective meanings ascribed thereto in the Listing Rules;

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

“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 generally for normal banking business to the public;

“Capital Market Intermediaries” or **“CMIs”** means Sinolink Securities, Maxa Capital, ABCI Capital Limited, ABCI Securities Company Limited, CCB International Capital Limited, CMBC Securities Company Limited, CMB International Capital Limited, Get Nice Securities Limited, Huanan Securities (Hong Kong) Brokerage Limited, ICBC International Securities Limited, Tiger Brokers (HK) Global Limited, Fortune Origin Securities Limited, Glory Sun Securities Limited, Grand China Securities Limited, Lego Securities Limited, Mont Avenir Capital Limited and SPDB International Capital Limited, being the capital market intermediaries of the Global Offering;

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

“CMI Engagement Letters” means the engagement letters respectively entered into by the Company with each of the Capital Market Intermediaries with respect to the Global Offering;

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the SFC, as amended, supplemented or 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 (WUMP) 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;

“Competent Person” means SRK Consulting (Hong Kong) Limited;

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

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

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third

Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Controlling Shareholders” means Xizang Zhifeng, Xizang Shengyuan Mineral Group Co., Ltd., Xizang Zhihui Enterprise Management Partnership (Limited Partnership), Ms. Fan Xiulian, Mr. Lv Xijun and Ms. He Qian;

“CSRC” means the China Securities Regulatory Commission;

“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, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 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 Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on 17 April 2025 pursuant to Article 13 of the CSRC Filing Rules;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境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 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“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” has the meaning ascribed to it in the International Underwriting Agreement;

“Domestic Shares” means domestic shares in the ordinary share capital of the Company, with a par value of RMB1.00 each, which are subscribed for and paid up in Renminbi;

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

“Engagement Letters” means the engagement letter dated 5 November 2024 (as amended and supplemented by a supplemental engagement letter dated 4 February 2025) entered into between the Company and Sinolink Securities, and the engagement letter dated 4 February 2025 entered into between the Company and Maxa Capital;

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

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

“FINI Agreement” means the FINI agreement dated 21 November 2025 entered into between the Company and the 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 or, where the context so requires, their predecessors (as the case may be), and the expression **“member of the Group”** or **“Group Companies”** shall be construed accordingly;

“Guide” means the Guide for New Listing Applicants published by the Stock Exchange;

“H Share(s)” means ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which an application has been made for listing and permission to trade on the Hong Kong Stock Exchange;

“H Share Registrar” means Computershare Hong Kong Investor Services Limited;

“H Share Registrar Agreement” means the agreement dated 24 March 2025 entered into between the Company and the H Share Registrar in relation to, among others, the appointment of the H Share Registrar;

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

“Hong Kong Offer Shares” means 12,196,000 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, as applicable;

“Hong Kong Prospectus” means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company;

“Hong Kong Prospectus Date” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around 11 December 2025;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon 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 purchase Hong Kong Offer Shares made online through the White Form eIPO Service or through the HKSCC EIPO channel to 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, the Hong Kong Underwriters’ Applications;

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

“Hong Kong Public Offering Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“Hong Kong Public Offering Under-Subscription” has the meaning ascribed to it in Clause 4.6;

“Hong Kong Public Offering Underwriting Commitment(s)” means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, as set out in Schedule 2 (subject to adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as applicable) ;

“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 Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Indemnified Parties” means (i) the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.7; (iii) their respective representatives, partners, directors, officers, employees and agents; (iv) all representatives, partners, directors, officers, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates directly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Parties” has the meaning ascribed to it in Clause 12.1 of this Agreement;

“Industry Consultant” means SMM Information & Technology Co., Ltd., the independent industry consultant for the Company;

“Internal Control Consultant” means Acclime Consulting (Hong Kong) Limited, the internal control consultant to the Company;

“International Offer Shares” means 109,756,000 H Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States 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;

“International Offering Documents” means the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in

accordance with the International Underwriting Agreement;

“International Underwriters” means the persons named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into between, among others, the Company, the Warranting Shareholders, the Overall Coordinators and the International Underwriters;

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

“Joint Bookrunners” means Sinolink Securities, Maxa Capital, ABCI Capital Limited, CCB International Capital Limited, CMBC Securities Company Limited, CMB International Capital Limited, Get Nice Securities Limited, Huaan Securities (Hong Kong) Brokerage Limited, ICBC International Securities Limited, Tiger Brokers (HK) Global Limited, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means Sinolink Securities and Maxa Capital, being the joint global coordinators of the Global Offering;

“Joint Lead Managers” means Sinolink Securities, Maxa Capital, ABCI Securities Company Limited, CCB International Capital Limited, CMBC Securities Company Limited, CMB International Capital Limited, Get Nice Securities Limited, Huaan Securities (Hong Kong) Brokerage Limited, ICBC International Securities Limited, Tiger Brokers (HK) Global Limited, Fortune Origin Securities Limited, Glory Sun Securities Limited, Grand China Securities Limited, Lego Securities Limited, Mont Avenir Capital Limited and SPDB International Capital Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means Sinolink Securities and Maxa Capital;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (WUMP) Ordinance, the CSRC Rules, and any and all regulations, rules, sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

“Listing Date” means the first day on which the H Shares commence trading on the Main Board of the SEHK (which is expected to be on 19 December 2025);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time), together with the Guide and other requirements of the SEHK;

“Material Adverse Change” means a material adverse change, or any development that could result in a material adverse change, in or affecting the position or condition (financial, trading or otherwise), profits, losses, assets, liabilities (actual or contingent), general affairs, business, management, performance, prospects, shareholders’ equity and results of operations of the Group taken as a whole, or which could adversely affect the ability of the Company to perform its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents or which is material in the context of the Global Offering;

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

“OC Announcement” means the announcements dated 17 April 2025 and 23 October 2025, setting out the names of the Overall Coordinators appointed by the Company in connection with the Global Offering;

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased (as the case may be) under 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;

“Offering Documents” means the Hong Kong Public Offering Documents, the International Offering Documents and any other information, materials or documents issued, given, released or used in connection with the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement, the H Share Registrar Agreement and the FINI Agreement;

“Overall Coordinators” means Sinolink Securities and Maxa Capital, being the overall coordinators of the Global Offering;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on 5 December 2025, including each amendment and supplement thereto posted on the Stock Exchange’s website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

“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 expected to be dated 11 December 2025 issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering, which is expected to be on or about 17 December 2025;

“Proceedings” has the meaning ascribed to it in Clause 12.1 of this Agreement;

“Receiving Bank” means China CITIC Bank International Limited;

“Receiving Bank Agreement” means the agreement dated 9 December 2025 entered into between the Company, the Receiving Bank, the Overall Coordinators and the Nominee;

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

“Reporting Accountant” means Deloitte Touche Tohmatsu, Certified Public Accountants and Registered Public Interest Entity Auditor;

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

“Securities and Futures Ordinance” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

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

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

“Share(s)” means ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, comprising the Domestic Shares and H Shares;

“Sponsor-OC” means Maxa Capital;

“Subsidiaries” means the subsidiaries of the Company;

“Taxation” or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties;

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

“Transaction Levy” means the aggregation of (i) the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC, and (ii) the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong;

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

“Underwriting Commission” has the meaning ascribed to it in Clause 6.1 of this Agreement;

“US” or **“United States”** means the United States of America;

“Verification Notes” means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors;

“Warranties” means the representations, warranties, agreements and undertakings of the Warrantors as set out in Schedule 3, and **“Warranty”** means any of them;

“Warrantors” means the Company and the Warranting Shareholders;

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

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited, the White Form eIPO Service provider designated by the Company; and

“Xizang Zhifeng” means Xizang Zhifeng Industrial Co., Ltd (西藏智峰實業有限公司), a limited liability company established in the PRC on 1 August 2018, and a Warranting Shareholder.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **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.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
 - 1.4.1 whenever the words **“include,” “includes,”** and **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
 - 1.4.2 references to **“Clauses,” “Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 the terms **“herein,” “hereof,” “hereto,” “hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.4 the term **“or,”** is not exclusive;
 - 1.4.5 references to **“persons”** shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);
 - 1.4.6 the terms **“purchase”** and **“purchaser”**, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;
 - 1.4.7 the terms **“sell”** and **“sale”**, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;
 - 1.4.8 references to a **“subsidiary”** or **“holding company”** shall be construed to have the same meanings as defined in section 15 and section 13 of the Companies Ordinance;
 - 1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced 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;
 - 1.4.10 references to a document being **“in agreed form”** shall mean such document in a form agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) Ashurst Hong Kong, legal advisers to the Company

as to Hong Kong Laws, on behalf of the Company; and (b) Jingtian & Gongcheng LLP, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Joint Sponsors and the Hong Kong Underwriters;

- 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.14 references to one gender shall include the other genders; and
- 1.4.15 references to 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 Hong Kong Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree, respectively;
 - 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus 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 (WUMP) Ordinance, not later than 6:00 p.m. or such later time as agreed by the SEHK or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day immediately before the Hong Kong Prospectus Date;
 - 2.1.3 the 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 SEHK in relation to the Listing) prior to the commencement of trading of the H Shares on the SEHK;
 - 2.1.4 admission of the H Shares into CCASS having occurred and become effective (either unconditionally or subject only to the 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 may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);

- 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters)) and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
 - 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the Price Determination Date, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
 - 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that all of the waivers and/or exemptions (if applicable) as stated in the Hong Kong Prospectus to be granted by the SEHK and/or the SFC (if applicable) are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
 - 2.1.8 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;
 - 2.1.9 the Warranties being true, accurate, not misleading and not being breached on and as of the dates and times specified under Clause 8.2 (as though they had been given and made on such date by references to the facts and circumstances then subsisting); and
 - 2.1.10 each of the Warrantors having complied with its/his/her obligations and conditions on its/his/her part under this Agreement (or otherwise waived in accordance with the terms stated under this Agreement) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to use their reasonable endeavours to fulfil, or use their reasonable endeavours to procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such Conditions by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and their counsel) 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 SEHK, the SFC, the CSRC and

the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of and permission to deal in the H Shares on the SEHK 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) may, after reasonable consultation with the Company, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 extend the deadline for the fulfilment of any Condition 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 10 January 2026 (being the date which is the 30th day after the date of the Hong Kong Prospectus) and any such extension and the new timetable shall be notified by the Overall Coordinators to the other parties to this Agreement and the relevant Authorities (where applicable) as soon as practicable after any such extension is made); or
 - 2.3.2 in respect of the Conditions set out in Clauses 2.1.1, 2.1.9 and 2.1.10 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Conditions on behalf of the Hong Kong Underwriters.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions shall not have 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 **Determination of Offer Price:** The Company and Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon 17 December 2025 and no extension is granted by the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the Offer Price to that below the indicative Offer Price range stated in the Hong Kong Prospectus at any time on or prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, cause an announcement of such reduction to be published on the websites of the Company at zhihuiminig.com and the Stock Exchange at

www.hkexnews.hk. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental or new prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price and apply for waivers as required from the Stock Exchange SFC (if necessary) and comply with all the Laws applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental or new prospectus in accordance with Chapter 4.14 of the Guide.

3. APPOINTMENTS

- 3.1 **Joint Sponsors and the Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) the Joint Sponsors as the joint sponsors in respect of its application for Admission; (ii) the Sponsor-OC as the sponsor-overall coordinator in respect of the Global Offering; and (iii) the Overall Coordinators as the overall coordinators in respect of the Global Offering, and each of the Joint Sponsors, the Sponsor-OC and the Overall coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointments. For the avoidance of doubt, each of the appointment of the Joint Sponsors, the Sponsor-OC and the Overall coordinators hereunder is in addition to their respective engagement under the terms and conditions of each of their respective Engagement Letters, which shall remain in full force and effect.
- 3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators to act as the joint global coordinators to 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.
- 3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners to act as the joint bookrunners of 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.
- 3.4 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers to act as the joint lead managers of 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.
- 3.5 **Hong Kong Underwriters:** The Company hereby confirms and acknowledges its appointment of 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, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment of the Capital Market Intermediaries, to the exclusion of all others, to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries, 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 Capital Market Intermediaries hereunder is in addition to their engagement under the terms and conditions of their respective CMI Engagement Letters, which shall continue to be in full force and effect.

- 3.7 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.6 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, authorities 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 persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Notwithstanding such delegation, each appointee 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, authorities and discretions pursuant to this Clause 3.7.
- 3.8 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell any 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 the Listing Rules, applicable Laws or any 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 Underwriters shall remain liable to the Company for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.
- 3.9 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.6 confer on each of the appointees and their respective delegates under Clause 3.7 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, sponsor-overall coordinator, overall coordinator, global coordinator, bookrunner, lead manager, capital market intermediary or a Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries and 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 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Sponsor-OC, in its role as such, is acting solely as sponsor-overall coordinator of the Global Offering, the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers, in their roles as such, are acting solely as the lead managers of the Global Offering, the Capital Market Intermediaries, in their roles as such, are acting solely as the capital market intermediaries of the Global Offering, and the Joint Sponsors, in their role as such, are acting solely as sponsors in connection with the listing of the H Shares on the SEHK.

Each of the Warrantors further acknowledges that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers,

the Capital Market Intermediaries 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof. Each of the Warrantors further acknowledges and agrees that each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators and the Capital Market Intermediaries is acting in the capacity as a sponsor, a sponsor-overall coordinator, an overall coordinator and a capital market intermediary respectively subject to the Code of Conduct, and therefore the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, and the Capital Market Intermediaries only owe certain regulatory duties to the SEHK, the SFC and the CSRC (as the case may be) but not to any other party including the Warrantors.

The Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 under this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has advised or is currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and 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 as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Overall Coordinators, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levy as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 SEHK or any process or matters leading up to such

transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has advised or is 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors and the Overall Coordinators, any advice to the Company on matters in relation to its listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the Corporate Finance Adviser Code of Conduct published by the SFC in their capacity as the Joint Sponsors and the Overall Coordinators in connection with the proposed listing of the Company and the Global Offering) in any jurisdiction. Each of the Warrantors shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and their respective directors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests different 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 any of the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries with respect to any breach or alleged breach of any fiduciary, 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 SEHK or any process or matters leading up to such transactions.

- 3.11 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement to the contrary, none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and the other Indemnified Parties 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party, in respect of the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and

3.11.2 any of the matters referred to in Clauses 12.1.1 to 12.1.4,

and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.12 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.6, as applicable, or by any of the delegates under Clause 3.7 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.6 or their respective delegates under Clause 3.7. To the extent permitted by Laws, the obligations of the appointees hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.6 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 3.6 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

4. THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and 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 or counsel for the Company on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK and the website of the Company (or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the Company and the official website of the SEHK.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the H Share Registrar Agreement. The Company has appointed Computershare Hong Kong Investor Services Limited to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of the H Share Registrar Agreement. The Company will use its best endeavours to procure the H Share Registrar 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.

- 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 tropical cyclone warning signal number 8 or above, a “black” rainstorm warning signal being in force in Hong Kong or “extreme conditions” caused by a super typhoon as announced by the government of 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 signal or conditions remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the Acceptance Date and to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that 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, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use its best endeavours to procure that the Receiving Bank and the H Share Registrar shall, 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 (for themselves and on behalf of the Hong Kong Underwriters) with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of a Hong Kong Public Offering 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 a Hong Kong Public Offering 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; or
- 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 (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering 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 at the Offer Price, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures),

provided that:

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

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer 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 Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.11 and 4.12, as applicable;
 - C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
 - P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
 - AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reallocation and/or reduction pursuant to Clauses 4.11 and 4.12, as applicable; and
 - AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and
- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the 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 Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 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 Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked or identified with the name of 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 Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by 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 Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer 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 10:00 a.m. on the first Business Day after 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 applications for such number of Unsold Hong Kong Offer 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 Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee and the 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 themselves 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 18 December 2025 (the date specified in the Hong Kong Prospectus for the despatch of H 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 H 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 a Hong Kong Public Offering 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 to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by 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 (a “**Hong Kong Public Offering Over-Subscription**”), then:

4.11.1 subject to any required reallocation as set forth below in this clause, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine;

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Over-Subscription also occurs; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Hong Kong Public Offering Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 18,292,000 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the SEHK, including but not limited to the relevant requirements under Chapter 4.14 of the Guide and Practice Note 18 to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering 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. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong 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 a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things reasonably 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 SEHK to be granted by the Stock Exchange.

5. ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by the end of 18 December 2025 (the date specified in the Hong Kong Prospectus for the despatch of H Share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, 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 H Share certificates in respect thereof (each in a form and substance 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 on the Listing Date at or around 10:00 a.m. (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 H Share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of 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) all amounts payable by the Company pursuant to Clause 6; 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 6, the Company shall, and the Warranting Shareholders 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 10 Business Days upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves or 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 and the Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$4.51 per Offer Share.

- 5.3 **Brokerage, Trading Fee and Transaction Levy for applicants:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) will 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 and the 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 and Transaction Levy for the Company:** The Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee and the 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 use its best endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the H Share Registrar Agreement, the Nominee and the H Share Registrar, as the case may be, will refund applications monies to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.

- 5.7 **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.

6. COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** The Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) an underwriting commission equal to 3.0 per cent. 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 “**Underwriting Commission**”). The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement. If there is any adjustment to the respective entitlements of the Hong Kong Underwriters to the Underwriting Commission as set out in the Engagement Letters and/or the CMI Engagement Letters, such adjustment shall be in compliance with the Listing before the Listing Date.

In addition, the Company may at its sole and absolute discretion pay to any or all of the Hong Kong Underwriters and the Capital Market Intermediaries an incentive fee of up to 1.0 per cent. 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 amount and respective entitlement (if any) to which is expected to be notified by the Company to the Hong Kong Underwriter(s) in writing on or around the Price Determination Date (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the company 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).

- 6.2 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and each of the Joint Sponsors pursuant to and in accordance with the terms of the Engagement Letters.
- 6.3 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:
- 6.3.1 any remaining payable out-of-pocket expenses as set out in the Engagement Letters, actually incurred by the Joint Sponsors and upon presentation of invoices of such expenses;
 - 6.3.2 fees, disbursements and expenses of the Reporting Accountant in accordance with the engagement letter(s) between the Company and the Reporting Accountant;
 - 6.3.3 fees, disbursements and expenses of HKSCC, the H Share Registrar and the White Form eIPO Service Provider;
 - 6.3.4 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
 - 6.3.5 fees, disbursements and expenses of the Competent Person in accordance with the

- engagement letter(s) between the Company and the Competent Person;
- 6.3.6 fees, disbursements and expenses of the Industry Consultant in accordance with the engagement letter(s) between the Company and the Industry Consultant;
 - 6.3.7 fees, disbursements and expenses of the Internal Control Consultant in accordance with the engagement letter(s) between the Company and the Internal Control Consultant;
 - 6.3.8 fees, disbursements and expenses of any public relations consultant in accordance with such consultant's engagement letter(s) between the Company and such consultant;
 - 6.3.9 fees, disbursements and expenses of the Receiving Bank and the Nominee in accordance with the Receiving Bank Agreement;
 - 6.3.10 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering in accordance with such agents' and advisers' respective engagement letters between the Company and such agents and advisers;
 - 6.3.11 fees and expenses related to the application for listing of the H Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
 - 6.3.12 all cost and expenses incurred by the Company for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors;
 - 6.3.13 all translation, printing and advertising costs (including all fees and expenses of the financial printer retained by the Company for the Global Offering) as approved by the Company in relation to the Global Offering;
 - 6.3.14 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents (where applicable) in all relevant jurisdictions (including the registration of the Hong Kong Prospectus), and all amendments and supplements thereto;
 - 6.3.15 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;
 - 6.3.16 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of H Share certificates, letters of regret and refund cheques;
 - 6.3.17 the Trading Fee and the Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares pursuant to the Global Offering;
 - 6.3.18 the Joint Sponsors' fees payable by the Company pursuant to and in accordance with the terms of the Engagement Letters;
 - 6.3.19 fees and expenses related to company searches, litigation searches, bankruptcy and winding-up searches and directorship searches in connection with the Global Offering as approved by the Company;
 - 6.3.20 all CCASS transaction fees payable in connection with the Global Offering; and

6.3.21 all costs, fees and expenses with the Company's prior written approval.

The Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in Clause 17.11, if any costs, expenses, fees or charges referred to in this Clause 6.3 is paid or to be paid by any of Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters for or on behalf of the Company with the Company's prior written consent, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsors, the Sponsor-OC, the Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters on an after-Taxation basis.

6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated pursuant to Clause 11 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 under Clause 6.1, but the Company shall, and the Warranting Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 and Clause 6.3 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2 and Clause 6.3, within 15 Business Days upon presentation of invoice by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.

6.5 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 15 Business Days upon presentation of invoice by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7. STABILIZATION

7.1 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, supervisors, officers, employees, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

7.1.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; or

- 7.1.2 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.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 3 hereto and each of the Warranting Shareholders hereby, jointly and severally, represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 3 hereto, to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 (WUMP) Ordinance;
- 8.2.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed application(s) 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);
- 8.2.6 on the date of the announcement of the results of allocation of the Hong Kong Public Offer Shares;
- 8.2.7 immediately prior to 8:00 a.m. on the Listing Date; and
- 8.2.8 immediately prior to commencement of dealings in the Offer Shares on the SEHK,

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 made or delivered under Clause 8.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), or any delivery to investors, of any such amendment or supplement and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 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 knowledge that any of the Warranties is untrue, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, or misleading in any respect and arise between the date of this Agreement and the last to occur of the dates and times specified in Clause 8.2.
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect or misleading in any respect at any time up to the last to occur of the dates and times 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 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:** 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 the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading 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 requires or could require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, 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 the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may require, obtaining written approvals from the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) prior to the publication or distribution of such amendments or supplements and supplying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require.

For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not 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 discovery

of such matter, event or fact.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document 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 applicable laws, in which case the Warrantors shall first consult the Joint Sponsors before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in Schedule 3 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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, representation, agreements, indemnities and undertakings 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. RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** The Company has undertaken to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them not to (save for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering), 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 Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the last date of the six months after the Listing Date (the “**First Six-Month Period**”):

- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, assign, 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, any legal or beneficial interest in the share capital or any other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any 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
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company, as applicable); or
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) offer to or contract to or agree to announce, or publicly disclose any intention to effect any transaction described in paragraphs (a), (b) or (c) above,

in each case, whether any such transaction described in paragraphs (a), (b) or (c) above is to be settled by delivery of share capital or such other securities of the Company, in cash or otherwise (whether or not the issue of such share capital or other securities of the Company will be completed within the First Six-Month Period), provided that the foregoing restrictions shall not apply to the issue of the H Shares by the Company pursuant to the Global Offering.

In the event that, at any time during the period of six months immediately following the expiration of the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified above or offers or agrees or contracts to, or

announces, or publicly discloses, any intention to, enter into any such transactions, the Company will take all reasonable steps to ensure that it will not create a disorderly or false market in the Shares or other securities of the Company. Each of the Warranting Shareholders hereby undertakes to each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to procure the Company to comply with the undertakings in this Clause 9.1.

9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, that it will not, and each of the Warranting Shareholders further undertakes to each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to procure that the Company will not:

- (a) effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); and
- (b) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the minimum free float requirement under Rule 19A.13C of the Listing Rules.

9.3 **Lock-up on the Warranting Shareholders:** Each of the Warranting Shareholders has hereby jointly and severally undertaken to the Company, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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):

- (a) during the First Six-Month Period, none of them will, and each of them will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him/her/it will not:
 - (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to 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, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable) beneficially owned by him/her/it as at the Listing Date (the “**Locked-up Securities**”), or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts; or

- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, any Locked-up Securities; or
- (iii) enter into any transaction with the same economic effect as any transaction described in paragraphs (i) or (ii) above; or
- (iv) offer to or contract to or agree to or announce that any of the Warranting Shareholders will or may enter into any transaction described in paragraphs (i), (ii) or (iii) above,

in each case, whether any such transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above is to be settled by delivery of such Shares or other securities of the Company, in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period);

- (b) during the Second Six-Month Period, none of the Warranting Shareholders will enter into any transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above or offer, agree or contract to or announce any intention to enter into any such transaction if, immediately following such transaction, any of them will cease to be a controlling shareholder (as defined in the Listing Rules) of the Company;
- (c) during the First Six-Month Period and Second Six-Month Period, each of the Warranting Shareholders will:
 - (i) if and when any of them or the relevant registered holder(s) pledges or charges any Locked-up Securities, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledge or charge together with the number of Locked-up Securities so pledged or charged;
 - (ii) if and when he/she/it or the relevant registered holder(s) receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Locked-up Securities will be disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications; and
- (d) until the expiry of the Second Six-Month Period, in the event that he/she/it enters into any of the transactions specified in Clauses 9.3(a)(i), (ii) or (iii) above or offers to or agrees to or announces any intention to effect any such transaction, he/she/it will take all reasonable steps to ensure that he/she/it will not create a disorderly or false market in the securities of the Company.

The Company hereby undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters that upon receiving such information in writing from any of the Warranting Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement.

For the avoidance of doubt, the restrictions in this Clause 9.3 do not apply to (i) any additional Shares or other securities of the Company or any interest therein acquired by any of the Warranting Shareholders after the Listing; or (ii) any pledge or charge of any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares

or other equity securities of the Company) after the Global Offering in favor of an authorized institution as defined in the Banking Ordinance for a bona fide commercial loan.

- 9.4 **Full force:** The undertakings in this Clause 9 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.

10. FURTHER UNDERTAKINGS

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

- 10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all applicable obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all applicable requirements of the SEHK, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 10.1.2 making all necessary Approvals and Filings with the Registrar of Companies in Hong Kong, the CSRC, the SEHK and the SFC;
 - 10.1.3 publishing on the websites of the Stock Exchange and the Company, the documents referred to in the section headed “Documents Delivered to the Registrar of Companies and Available on Display” in the Hong Kong Prospectus for the period stated therein;
 - 10.1.4 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
 - 10.1.5 using its best endeavor to procure that each of the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the H Share Registrar Agreement, any agreement between the Company and the White Form eIPO Service Provider and the Receiving Bank Agreement;
 - 10.1.6 cooperating with and fully assisting, procuring the members of the Group, Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, and using its best endeavor to procure the advisers, reporting accountant, 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Underwriters, to facilitate its performance of its duties, as the case may be, as a sponsor, a sponsor-overall coordinator, an overall coordinator, an underwriter and/or a capital market intermediary and to meet its obligations and responsibilities under all applicable Laws

from time to time in force, including, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules;

- 10.1.7 procuring that none of the Directors and that the relevant Director uses their best endeavors to procure that none of their respective associates will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 procuring that none of the Company or any member of the Group and/or any of their respective controlling shareholders (as defined in the Listing Rules), directors, officers, employees, affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;
- 10.1.9 without prejudice to Clause 10.1.7, subject to any waiver/consent granted by the SEHK, (i) procure that no connected person or existing shareholders (including the close associates of the existing shareholders) of the Company will himself/herself/itself (or through a company controlled by him/her/it), apply to purchase Hong Kong Offer Shares either in his/her/its own name or through nominees unless permitted to do so under the Listing Rules, and (ii) not directly or indirectly, and using reasonable endeavors to procure that none of the connected persons or existing shareholders (including their close associates) of the Company shall, induce, fund, or finance, or make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares, and if any Warrantor shall become aware of any application or indication of interest for Hong Kong Offer Shares by any of the above persons, he/she/it shall as soon as practicable notify the Joint Sponsors and the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters);
- 10.1.10 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” (save for any change that is announced in compliance with applicable Listing Rules and requirements of the Stock Exchange with prior consultation with the compliance adviser of the Company) and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;
- 10.1.11 procuring that it will not, and will procure that no member of the Group and any of their respective affiliates, directors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares or otherwise engage in any conduct or activity inconsistent with, or in contravention of, the Chapter 4.15 of the Guide;

- 10.1.12 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise);
- 10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares; and
- 10.1.14 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) for their review.
- 10.2 **Information:** provide to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Group or the Controlling Shareholders or otherwise as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK, the SFC, the CSRC or any other relevant Authority) in connection with the Global Offering;
- 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 and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;
- 10.3.2 on or prior to the Listing Date, if applicable, enter into any commitment or arrangement which in the reasonable opinion of the Joint Sponsors and the Overall Coordinators has resulted or will result or may have resulted in a material adverse effect on the Global Offering;
- 10.3.3 take any steps which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;
- 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the White Form eIPO 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, if applicable, amend or agree to amend any constitutional documents of the Company, including, without limitation, the Articles of Association, save for any amendment to reflect the change as a result of the Global Offering or requested by the SEHK or other Authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to applicable requirements under the Listing Rules; and

- 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (such consent 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, or any amendment or supplement thereto, except for the Offering Documents, 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.
- 10.4 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK, the SFC and the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** unless otherwise waived or exempted by the relevant Authorities, comply with all applicable Laws (including the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other Authority) including, without limitation:
- 10.5.1 submit on FINI as soon as practicable before the commencing of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company substantially in the form set out in Form F as published by SEHK;
- 10.5.2 procure that the audited consolidated financial statements of the Company for the financial year ending 31 December 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Hong Kong Prospectus;
- 10.5.3 comply with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the Stock Exchange, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;
- 10.5.4 provide to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and the Overall Coordinators may reasonably require;
- 10.5.5 at all times adopt and uphold a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.5.6 comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;

- 10.5.7 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere having competent jurisdiction over the Company;
- 10.5.8 comply with the provisions the Listing Rules and the provision of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;
- 10.5.9 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.5.10 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement;
- 10.5.11 comply with and procure 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 providing each syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for, or purchase, equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;
- 10.5.12 notify the Stock Exchange and provide 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;
- 10.5.13 comply 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;
- 10.5.14 comply 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, 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; where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notify the CSRC or the relevant PRC Authority 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 Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.15 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including the CSRC Rules), promptly notify the CSRC or the relevant Authority and provide it with such material information in accordance with the applicable Laws, and promptly notify the Joint Sponsors and the Overall

Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;

10.5.16 keep the Joint Sponsors and the Overall Coordinators informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC, and to enable the Joint Sponsors and the Overall Coordinators to provide (or procuring their provision) to the CSRC, the Stock Exchange and/or the SFC, in a timely manner, such information as the CSRC, the Stock Exchange or the SFC may require; and

10.5.17 comply, cooperate and assist with record-keeping obligations of the Company, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators and the Capital Market Intermediaries under the Code of Conduct, the CSRC Rules and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Overall Coordinators.

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, are being or will promptly be rectified or improved in accordance with the recommendations set out in the internal control report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:

10.7.1 inform the SEHK and the SFC (as applicable) of such change or matter if so required by the Joint Sponsors and the Overall Coordinators;

10.7.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators (such approval not to be unreasonably withheld or delayed), deliver such documentation through the Joint Sponsors to the SEHK for approval and publish such documentation in such manner as the SEHK, the Joint Sponsors or the Overall Coordinators may require;

10.7.3 at its expense, make all necessary announcements on the websites of the SEHK and the Company to avoid a false market being created in the Offer Shares, and

10.7.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent not to be unreasonably withheld or delayed),

and 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; and

- 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 events:** If any of the events set out below occur at any time prior to 8:00 a.m. on the Listing Date, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in their sole and absolute discretion may, by giving notice to the Company, terminate this Agreement with immediate effect:

- (a) there develops, occurs, exists or comes into force:
 - (i) any new law or regulation or any change or development involving a prospective change in existing law or regulation, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting Hong Kong, the PRC or any other jurisdictions relevant to the Group (each a “**Relevant Jurisdiction**”); or;
 - (ii) any change or development involving a prospective change or development, or any event or series of events likely to result in or representing a change or development, in national or international financial, political, military, industrial, economic, currency market, fiscal, legal, credit or regulatory or market conditions, taxation, equity securities or exchange controls or any monetary or trading settlement system in or affecting any Relevant Jurisdiction or affecting an investment in the Offer Shares; or
 - (iii) any event or series of events in the nature of force majeure (including, without limitation, acts of government, declaration of a national or international emergency, large-scale labour disputes, strikes, lock-outs, fire, explosion, earthquake, volcanic eruption, flooding, tsunami, civil commotion, riots, rebellion, public disorder, acts of war, acts of terrorism, outbreak or escalation of hostilities, paralysis of government operations (whether or not responsibility has been claimed), acts of God, major accident or interruption in transportation, destruction of power plant, outbreak of diseases or epidemics including, but not limited to, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS), COVID-19 and such related/mutated forms, economic sanction, in whatever form) in or directly or indirectly affecting any Relevant Jurisdiction; or
 - (iv) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or

- (v) any general moratorium on commercial banking activities in or affecting Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), New York (imposed at the U.S. Federal or New York State level or by any other competent Authority), London, the PRC, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of those places or jurisdictions; or
- (vi) a change or development involving a prospective change in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies and a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States), or the implementation of any exchange control, in any of the Relevant Jurisdictions, or any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or
- (vii) any litigation, dispute, legal action or claim, regulatory investigation or action of any third party being threatened or instigated against any member of the Group or any Director or any member of the Group's senior management; or
- (viii) the imposition of economic sanctions, in whatever form, directly or indirectly, in the Relevant Jurisdictions; or
- (ix) any Authority or other regulatory, political body or organisation in any Relevant Jurisdiction (including, in particular, the CSRC and its local branches and representative offices) commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director or any member of the Group's senior management; or
- (x) any order or petition for the winding up of any members of the Group or any composition or arrangement made by any members of the Group with its creditors or a scheme of arrangement entered into by any members of the Group or any resolution for the winding up of any members of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any members of the Group or anything analogous thereto occurring in respect of any members of the Group; or
- (xi) any contravention by the Company, any member of the Group, or any Director of any applicable Laws and regulations or the Listing Rules; or
- (xii) any non-compliance of the Hong Kong Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Law,

which, individually, or in the aggregate, in the sole and absolute opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), (I) has 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 interest under

the International Offering; or (II) has or will or may have a material adverse effect on the assets, liabilities, business, prospects, trading or financial position of the Group as a whole; or (III) makes or will make it inadvisable or impracticable to proceed with the Global Offering; or (IV) has or will or may have the effect of making any part of the Hong Kong Underwriting 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

(b) there comes to the notice of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:

- (i) any statement contained in any of the Offering Documents, the CSRC Filings, the Operative Documents, the OC Announcement, the Preliminary Offering Circular, the PHIP and/or in 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) (collectively, the “**Offer-Related Documents**”) was, when it was issued, or has become, untrue, incomplete, inaccurate, incorrect, deceptive or misleading, unless such untrue or misleading statement is immaterial in the context of the Global Offering, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer-Related Documents is not fair and honest and based on reasonable grounds or reasonable assumptions with reference to the facts and circumstances then subsisting; or
- (ii) 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 from, or misstatement in, any of the Offer-Related Documents and the CSRC Filings; or
- (iii) there is an event, act or omission which gives rise to any liability of the Company or the Warranting Shareholders pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement, as applicable; or
- (iv) there is any Material Adverse Change; or
- (v) there is an event, act or omission which gives rise to any liability of the Company or the Warranting Shareholders pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement, as applicable; or
- (vi) there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the Warranties given by the Company and the Warranting Shareholders in this Agreement or the International Underwriting Agreement, as applicable; or
- (vii) the approval of the Listing Committee of the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering, 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

- (viii) any person (other than 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
- (ix) the Company withdraws any of the Offer-Related Documents or the Global Offering; or
- (x) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (xi) the Chairman, any other executive Director or senior management of the Company whose name is disclosed in the Prospectus is vacating his or her office; or
- (xii) any Director or member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
- (xiii) a material portion of the orders placed or confirmed in the bookbuilding process, or the investment commitments made by any cornerstone investors under 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 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 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3, 6.4 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;
- 11.2.2 the Company shall refund as soon as practicable 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 applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the H Share Registrar Agreement and the Receiving Bank Agreement); and
- 11.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with Clause 2.4 or this Clause 11, the Company shall forthwith pay to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries the fees, costs, charges and expenses set out in Clauses 6.2, 6.3 and 6.4.

12. INDEMNITY

- 12.1 **Indemnity:** Each of the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to jointly and severally indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be brought or threatened or alleged to be brought against or otherwise involve any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:
- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the PHIP, the CSRC Filings and any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Company, the Group or the Global Offering, the roadshow materials and other investor communication materials, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 any Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a material fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing, or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (whether or not approved by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters or any of them) containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information or the CSRC Filings being or alleged to be incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading in light of the circumstances under which it was made; or
- 12.1.5 the execution, delivery and performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.6 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 12.1.7 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, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.8 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Hong Kong Prospectus or otherwise in connection with the Global Offering (including but not limited to their respective roles and responsibilities under the Code of Conduct as a sponsor, a sponsor-overall coordinator, overall coordinator, capital market intermediary or otherwise, as applicable); or
- 12.1.9 any act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or
- 12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules, or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.11 any failure or alleged failure by the Warrantors or any of the Directors to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or
- 12.1.12 any breach or alleged breach by any member of the Group or any Directors of any applicable Laws in connection with the Global Offering; or
- 12.1.13 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding, or
- 12.1.14 any breach by the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.15 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents or offering material whatsoever issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them) and/or any offer,

sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement; or

12.1.16 any other matters arising out of or in connection with the Global Offering,

provided that this Clause 12.1 shall not, apply in respect of any Indemnified Party to the extent that such Loss or Proceeding is finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have been caused solely and directly by gross negligence, wilful default or fraud on the part of such Indemnified Party.

The non-application of the indemnity provided for in this Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, provided that the foregoing shall not exclude any liability of any Indemnified Party for such Loss which has been finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have arisen solely out of such Indemnified Party's gross negligence, wilful default or fraud.
- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and 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 local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that such Indemnifying Party shall only be liable for the fees and expenses of no more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings, the appointment of which has been approved by the Company (such approval not

to be unreasonably withheld or delayed)).

- 12.5 **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 pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity 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 reasonably 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 Law) 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, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.
- 12.6 **Arrangements with advisers:** If an 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:
- 12.6.1 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; and
 - 12.6.2 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
 - 12.6.3 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.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 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 any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such 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.
- 12.10 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue 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.
- 12.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 12 are not affected by any other terms set out in this Agreement and do not restrict the right of the Indemnified Parties to claim damages on any other basis.

13. ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement, circular, supplement or document concerning this Agreement, any matter contemplated herein or in connection with the Global Offering or any ancillary matter hereto shall be issued, made or despatched by any Warrantor (or by any of their respective directors, supervisors, officers, employees 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 is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after 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 comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will discuss with the Joint Sponsors and the Overall Coordinators any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company which may conflict in any material respect with any statement in the Hong Kong Prospectus.
- 13.3 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, 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, for so long as any of the Joint Sponsors or the Overall Coordinators remain as a sponsor or adviser to the Company, the termination of this Agreement.

14. CONFIDENTIALITY

14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, officers, employees 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 SEHK, the SFC and the CSRC, 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 its affiliates and its and their directors, officers, employees, agents, the professional advisers and auditors of such party 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 required or requested by any of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriter or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

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

14.2.8 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 cases of Clauses 14.2.2, 14.2.3 and 14.2.6, any such information disclosed shall be disclosed only after consultation with the other parties, to the extent permitted by Laws.

14.3 **Full force:** The restrictions contained in this Clause 14 shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering.

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 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; and

15.2.5 if sent by email, when despatch provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

However, in the case of clauses 15.2.4 and 15.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

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, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the Company, to:

Building 2, No. 2 Tongzhan West Road, Serni District, Nagqu City, Xizang, the PRC

Fax : N/A
Email : hq@xzzhky.com
Attention : Board of Directors

If to any of the Warranting Shareholders, to the address, email and fax number of such Warranting Shareholder, and for the attention of the person, specified under the name of such Warranting Shareholder in Schedule 1.

If to Sinolink Securities, to:

Units 3501-8, 35/F, Cosco Tower, 183 Queen's Road Central, Hong Kong

Fax : +852 3523 6107
Email : sofiaxiao@hksinolink.com.hk
Attention : Ms. Sofia Xiao

If to Maxa Capital, to:

Unit 2602, 26/F, Golden Centre, 188 Des Voeux Road, Central, Sheung Wan, Hong Kong

Fax : +852 3151 7289
Email : gcm@maxafg.com / dcheung@maxafg.com
Attention : Cheung Siu Kai

If to any of the Hong Kong Underwriters, to the address, email and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong

Kong Underwriter in Schedule 2.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number 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; WAIVER OF IMMUNITY

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

- 16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and, in the case of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as agent for their respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including non-contractual disputes or claims) shall be referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules (the “Rules”) in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. The place of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 16.2 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. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause 16. Notwithstanding this Clause 16.2, and irrespective of whether any arbitration has been commenced pursuant to this Clause 16.2, each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters shall also have the sole and absolute right:

16.2.1 to refer any dispute to be finally resolved by any court of competent jurisdiction; and

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against the Company and/or the Warranting Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise) and for such purposes the Company and the Warranting Shareholders hereby irrevocably consent to be joined as parties to such proceedings.

Once any dispute is referred to a court pursuant to Clause 16.2.1, the parties to this Agreement shall terminate any arbitration in respect of the same dispute. For the purposes of this Clause 16.2, the Company and the Warranting Shareholders hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to Clauses 16.2.1 or 16.2.2 and waives any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other country of a judgment delivered by such court.

- 16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16. Additionally, each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction to support and assist any arbitration commenced under Clause 16.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdictions.
- 16.5 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.6 **Process agent:** The Company has established a principal place of business in Hong Kong at Units 903A-905, 9/F, Observatory Road, Tsim Sha Tsui, Kowloon, Hong Kong. Each of the Warranting Shareholders irrevocably appoints the Company as its authorized agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or the Warranting Shareholders at the above address 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 any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Warranting Shareholders, each of the Warranting Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Warranting Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Warranting Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings permitted under this Clause 16 are taken against the Company or the Warranting Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Warranting Shareholders shall appoint an agent for the service of process 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, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Warranting Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Warranting Shareholders.

- 16.7 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or any of the Warranting Shareholders has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including,

without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company or such Warranting Shareholder hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

17. GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsors, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release, or compromise 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. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 (and in the case of the Joint Sponsors and the Overall Coordinators, together with the Engagement Letters only in their respective capacity as a sponsor, sponsor-overall coordinator and overall coordinator; in the case of the Capital Market Intermediaries, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacity as a Capital Market Intermediary) constitutes the entire agreement between the Company, the Warranting Shareholders, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Engagement Letters and the CMI Engagement Letters) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Engagement Letters and the CMI Engagement Letters are in addition to the terms and conditions which shall continue to be in force and binding upon the parties thereto. To the extent there is any discrepancy between the terms in this Agreement and that of the Engagement Letters and the CMI Engagement Letters (as the case may be), the terms in this Agreement shall prevail.
- 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.
- 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 its 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 **Judgement Currency Indemnity:** In respect of any judgement 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 “**judgement 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 judgement currency for the purpose of such judgement or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgement 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 judgement 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 **Taxation:** All payments to be made by the Company or the Warranting Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Warranting Shareholders, as the case may be, will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong

Underwriters (collectively, “**Taxable Persons**” and each a “**Taxable Person**”), as applicable. For the avoidance of doubt, each of the Company and the Warranting Shareholders shall not be liable for taxes imposed in respect of net income or profit by a taxing jurisdiction wherein the Taxable Persons are incorporated, resident or have a fixed place of business, or taxes imposed on or with respect to any commission or fees received by any of such Taxable Persons pursuant to this Agreement.

If any Taxable Person is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Warranting Shareholders, as the case may be) will pay an additional amount to such Taxable Person so that the full amount of such payments as agreed in this Agreement to be paid to such Taxable Person is received by such Taxable Person. The Company and the Warranting Shareholders will further, if requested by such Taxable Person, use reasonable efforts to give such assistance as such Taxable Person may reasonably request to assist such Taxable Person in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Taxable Person reasonably requests, promptly making available to such Taxable Person notices received from any Authority and, subject to the receipt of funds from such Taxable Person, by making payment of such funds on behalf of such Taxable Person 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.

17.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to 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.

17.13 **No right of contribution:** Each of the Warranting Shareholders hereby irrevocably and unconditionally:

17.13.1 waives any right of contribution or recovery or any claim, demand or action him/her/it 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 him/her/it, or any loss or damage or liability suffered or incurred by him/her/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him/her/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.13.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to him/her/it 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

17.13.3 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 under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom he/she/it may have relied on 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.

17.14 **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.

- 17.15 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this Clause 17.15, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms 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:
- 17.15.1 Indemnified Parties may enforce and rely on Clause 12.1 to the same extent as if they were a party to this Agreement.
- 17.15.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 17.15.1.
- 17.15.3 The assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 17.16 **Professional Investors:** Each of the Warranting Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean each of the Company and the Warranting Shareholders, and “we” or “us” or “our” shall mean the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.17 **Further Assurance:** The Warrantors shall from time to time, upon being required to do so by the Joint Sponsors 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 or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and 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.

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

SIGNED by
for and on behalf of
XIZANG ZHIHUI MINING CO., LTD.
(西藏智匯礦業股份有限公司)
in the presence of

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SIGNED by
FAN XIULIAN
in the presence of

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)
)

A handwritten signature in black ink, consisting of three stylized Chinese characters: 范秀莲 (Fàn Xiùlián). The signature is written in a cursive, flowing style.

SIGNED by

HE QIAN

in the presence of

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A stylized handwritten signature in black ink, consisting of several fluid, connected strokes.

SIGNED by
LV XIJUN
in the presence of

) 吕群
)
)

SIGNED by He Qian)
for and on behalf of)
XIZANG ZHIFENG INDUSTRIAL CO., LTD)
(西藏智峰實業有限公司))
in the presence of 子平)



SIGNED by LU Yi
for and on behalf of
**SINOLINK SECURITIES (HONG KONG)
COMPANY LIMITED**
in the presence of

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A handwritten signature in black ink, consisting of a large, rounded 'Q' shape with a small loop at the end.A handwritten signature in black ink, consisting of a stylized 'A' followed by a long, sweeping vertical stroke.

SIGNED by Xiao Dongyuan Sofia
for and on behalf of
**SINOLINK SECURITIES (HONG KONG)
COMPANY LIMITED**
in the presence of

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SIGNED by Fok Chi Tat Michael
for and on behalf of
MAXA CAPITAL LIMITED
in the presence of



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SIGNED by Cheung Siu Kai
for and on behalf of
MAXA CAPITAL LIMITED
in the presence of



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SIGNED by Xiao Dongyuan Sofia
for and on behalf of
**SINOLINK SECURITIES (HONG KONG)
COMPANY LIMITED**
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS
(as defined herein)

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SCHEDULE 1
THE WARRANTING SHAREHOLDERS

Name	Address	Email	Facsimile
Fan Xiulian	Sun Tower (Tower 1A) The Arch 1 Austin Road West Tsim Sha Tsui Kowloon Hong Kong	fanxl1204@163.com	N/A
He Qian	Room 101, Building 9 Urban Serenity Apartment Xihu District Hangzhou City Zhejiang Province the PRC	hq@xzzhky.com	N/A
Lv Xijun	Room 101, Unit 2 Building 76-24 Longwan Street Longgang District Huludao City Liaoning Province the PRC	hld_lxj@163.com	N/A
Xizang Zhifeng Industrial Co., Ltd (西藏智峰實業有限公司)	2nd Floor West Office Building, Building 1 Xizang Ke'er Information Technology Co., Ltd. South of Gesang Road West of Linqionggang Road Xizang Economic and Technological Development Zone the PRC	hq@xzzhky.com	N/A

SCHEDULE 2
THE HONG KONG UNDERWRITERS

Hong Kong Underwriter	Address and contact	Hong Kong Public Offering Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
Sinolink Securities (Hong Kong) Company Limited	Units 3501-08, 35/F Cosco Tower, 183 Queen's Road Central Hong Kong Email: sofiaxiao@hksinolink.com.hk Attention: Sofia Xiao	See below	See below
Maxa Capital Limited	Unit 2602, 26/F Golden Centre 188 Des Voeux Road Central Sheung Wan Hong Kong Email: gcm@maxafg.com / dcheung@maxafg.com Attention: Cheung Siu Kai	See below	See below
ABCI Securities Company Limited	10/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong Email: abcic.ecm@abci.com.hk Attention: Victoria Liu	See below	See below
CCB International Capital Limited	12/F, CCB Tower 3 Connaught Road Central Central Hong Kong Email: ecm@ccbintl.com Attention: Project Lotus deal team	See below	See below
CMBC Securities Company Limited	45/F, One Exchange Square 8 Connaught Place Central Hong Kong Email: ecm@cmbccap.com Attention: Ivan Xiao	See below	See below
CMB International Capital Limited	45/F, Champion Tower 3 Garden Road Central Hong Kong Email: projectlotus_2025@cmbi.com.hk	See below	See below

Hong Kong Underwriter	Address and contact	Hong Kong Public Offering Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
	Attention: Lan Huihao / Linqin Yin / Jason Liu		
Get Nice Securities Limited	G/F-3/F, Cosco Tower Grandmillennium Plaza 183 Queen's Road Central Hong Kong Email: larryng@getnice.com.hk / richardchen@getnice.com.hk Attention: Larry Ng / Richard Chen	See below	See below
Huaan Securities (Hong Kong) Brokerage Limited	8/F, Li Po Chun Chambers 189 Des Voeux Road Central Sheung Wan Hong Kong Email: jonathanlee@hasc.com.hk Attention: Jonathan Lee	See below	See below
ICBC International Securities Limited	37/F, ICBC Tower 3 Garden Road Hong Kong Email: project_lotus25@icbci.com Attention: Project Lotus deal team	See below	See below
Tiger Brokers (HK) Global Limited	23/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong Email: jianshixuan@itiger.com / debbie.leung@tigerbrokers.com.hk Attention: ShiXuan Jian / Debbie Leung	See below	See below
Fortune Origin Securities Limited	Room 404-405, Nan Fung Tower 88 Connaught Road Central Central Hong Kong Email: cs@fortune-originsec.com Attention: Customer Service Department	See below	See below
Glory Sun Securities Limited	Room 2309, 23/F., China Resources Building 26 Harbour Road Wan Chai Hong Kong Email: howard.chan@hk1282.com Attention: Howard Chan	See below	See below

Hong Kong Underwriter	Address and contact	Hong Kong Public Offering Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
Grand China Securities Limited	Room 503, 5/F, Loke Yew Building 50-52 Queen's Road Central Central Hong Kong Email: ecm@grandchina.hk Attention: Louis Leung / Edmond Po	See below	See below
Lego Securities Limited	Room 1506, 15/F, Wheelock House 20 Pedder Street Central Hong Kong Email: jack.ma@legosecurities.hk Attention: Jack Ma	See below	See below
Mont Avenir Capital Limited	Unit A, 23/F, Central 88 88-98 Des Voeux Road Central Central Hong Kong Email: thomas.chin@montavenir.hk Attention: Thomas Chin	See below	See below
SPDB International Capital Limited	33/F, SPD Bank Tower One Hennessy 1 Hennessy Road Hong Kong Email: ecm@spdbi.com Attention: Kaye Lau & Sia Chen	See below	See below

The Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters referred to above shall be determined and set out in the International Underwriting Agreement.

SCHEDULE 3

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

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

1. Accuracy and adequacy of information

- 1.1 All information disclosed or made available in writing or orally from time to time (considered together with any new or additional information serving to update or amend such information) by or on behalf of the Warrantors, any other member of the Group and/or any of their respective directors, supervisors, officers, employees, affiliates, advisors or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters, the Reporting Accountant, the Internal Control Consultant, the Industry Consultant, the Competent Person, and/or the legal and other professional advisors for the Company, the Underwriters, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the H Shares on the Main Board of SEHK (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular, the Investor Presentation Materials and the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their respective obligations as a sponsor under all applicable Laws (including the CSRC Rules), the responses to queries and comments raised by the SEHK, the SFC or the CSRC, and the information and documents provided for the discharge by the Overall Coordinators of their respective obligations as an overall coordinator and/or a capital markets intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, was so disclosed or made available in full and in good faith and made on reasonable grounds and was when given and remains complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made; all forecasts and estimates so disclosed or made available have been made after due, careful and proper consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Prospectus, the PHIP, Preliminary Offering Circular, the Final Offering Circular, and the CSRC Filings (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group and/or any of their respective directors, supervisors, officers, employees, affiliates or agents, as applicable; there is no other information which has not been provided the result of which would be reasonably expected to make the information so disclosed or made available misleading.
- 1.2 (A) None of the Hong Kong Prospectus, the PHIP, the Final Offering Circular, the Formal Notice, the Disclosure Package, the CSRC Filings, or any Supplemental Offering Material contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; (B) the Warrantors (including, without limitation, its affiliates, agents and representatives, and any person acting on its or their behalf other than the Underwriters in their capacity as such) (i) has not, without the prior written consent of the Joint Sponsors and the Overall Coordinators, made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (ii) will not, without the prior written consent of the Joint Sponsors and the Overall

Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material (as used herein, “**Supplemental Offering Material**” means any “written communication,” as defined in 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 Prospectus, the Preliminary Offering Circular, the Final Offering Circular, the Application Proofs and the PHIP or amendments or supplements thereto, including, without limitation, any Investor Presentation Material relating to the Offer Shares that constitutes such a written communication).

- 1.3 All statements or expressions of opinion, forward-looking statements or intention (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, material accounting policies, ongoing and future expansions, future plans, planned capital expenditure, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular and the CSRC Filings (A) have been made after due, careful and proper consideration; and (B) at and as of the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held by the Company and the Directors; and there are no other material facts known or which could have been known to the Company or its Directors the omission of which would make any such statement or expression misleading.
- 1.4 No material information was withheld by the Company from the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters, the Reporting Accountant, the Internal Control Consultant, the Industry Consultant, the Competent Person and/or the legal advisers of the Company for the purposes of the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK, the SFC or the CSRC).
- 1.5 Each of the Hong Kong Prospectus, the PHIP, the Formal Notice, the Preliminary Offering Circular and the Final Offering Circular contains or includes (A) all information and particulars required to comply with all applicable statutory and other provisions, including without limitation, the Companies Ordinance, the Companies (WUMP) Ordinance (Cap. 32 of the Laws of Hong Kong), the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (unless any such requirements has been waived or exempted by the relevant Authority) and (B) all such information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, business, condition (financial or other), assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the Group, taken as a whole, and the rights attaching to the H Shares.
- 1.6 Each of the Application Proofs and the PHIP is in compliance with and has included appropriate warning and disclaimer statements for publication as required in the Guide.
- 1.7 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcements) and all filings and submissions provided by or on behalf of the Company, any other member of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents, to the SEHK, the SFC, the CSRC and/or any applicable Authority have complied and will comply with all applicable Laws.

- 1.8 The CSRC Filing Report is and remains complete, true and accurate and not misleading, and does not omit any material information which would make the statements therein, in light of the circumstances under which they were made, misleading.
- 1.9 Without prejudice to any of the other Warranties:
- (A) the statements contained in the section headed “Future Plans and Use of Proceeds” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, represent the true and honest belief of the Warrantors and the Directors arrived at after due, proper and careful consideration and enquiry;
 - (B) the statements contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular relating to the Group’s indebtedness as of 31 October 2025 are complete, true, accurate in all material respects and not misleading in light of the circumstances under which they were made, and all material developments in relation to the Company’s indebtedness have been disclosed;
 - (C) the statements relating to the Group’s working capital, liquidity and capital resources contained in the section headed “Financial Information” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made;
 - (D) the statements contained in the section headed “Risk Factors” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration, and there are no other material risks or other material matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the H Shares which have not been disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular;
 - (E) the statements under the sections headed “Risk Factors”, “Industry Overview”, “Regulatory Overview”, “History and Corporate Structure”, “Share Capital”, “Underwriting”, “Structure of the Global Offering”, “Appendix IV – Taxation and Foreign Exchange”, “Appendix V – Summary of Articles of Association”, “Appendix VI – Summary of Principal Legal and Regulatory Provisions” and “Appendix VII – Statutory and General Information” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, are a fair and accurate summary of the relevant Laws, regulations, documents and legal matters and not misleading in light of the circumstances under which they were made; and
 - (F) the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors and their respective directors and all statements and information provided by or on behalf of any of the Warrantors and their respective directors in connection with any application or submission to or correspondence with the SEHK, the SFC, the CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorized for such purposes and all such

replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or their respective directors (or any of them) or any employee of any member of the Group have been given or prepared in good faith and with due care and attention.

2. The Company and the Group

- 2.1 As of the Hong Kong Prospectus Date, the Preliminary Offering Circular and the Final Offering Circular, the Company has the registered and issued share capital as set forth in the section headed “Share Capital” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular and all of the issued shares of the Company (A) have been duly authorized and validly issued and are fully paid and non-assessable; (B) are owned by the existing shareholders and in the amounts specified in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (C) have been issued in compliance with all applicable Laws; (D) were not issued in violation of any preemptive right, resale right, right of first refusal or similar right; and (E) are not subject to any Encumbrance or adverse claims.
- 2.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability under the Laws of the PRC; and the Company has full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; the Company has the full right and power and authority (corporate and other) to execute and deliver each of this Agreement and the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder, and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company comply with the requirements of the Laws of the PRC and are in full force and effect; 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 applicable Laws and regulations of Hong Kong (including, without limitation, the Listing Rules, Companies Ordinance, Companies (WUMP) Ordinance and Securities and Futures Ordinance).
- 2.3 The Company is duly qualified to transact business, is in good standing and has obtained or made all necessary Approvals and Filings in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).
- 2.4 (A) The Company has no subsidiaries, associated companies and jointly controlled entities other than those as set forth in the section headed “Appendix I – Accountants’ Report” of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (B) the Company owns all or part (as the case may be and as disclosed) of the issued or registered share capital or other equity interests (as applicable) in each of the other members of the Group as described in the section headed “Appendix I – Accountants’ Report” of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (C) the Company does not own, directly or indirectly, any share capital or any other equity interests, fund investments or long-term debt securities of or in any corporation, firm, partnership, fund, joint venture, association or other entity other than those described in clause (B) above; (D) all of the issued shares of each of the members of the Group that is incorporated or organized in a jurisdiction other than the PRC have been duly authorized and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and

are owned by the Company subject to no Encumbrance or adverse claims; (E) the registered capital (in the form of shares or otherwise) of each of the members of the Group that is established under the Laws of the PRC has been duly and validly established; all of such registered capital has been or will be validly issued and fully paid up with all contributions to such registered capital having been or will be paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Group subject to no Encumbrance or adverse claims; (F) except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; (G) each of the other members of the Group is a legal person with limited liability and the liability of the Company in respect of equity interests held in each such member of the Group is limited to its investment therein; and (H) except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, none of the members of the Board or management owns, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group.

2.5 (A) Each member of the Group (other than the Company) (i) has been duly established and is validly existing as a legal person with limited liability in good standing under the applicable Laws of the jurisdiction of its incorporation, and is capable of suing and being sued, (ii) has full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and, where applicable, as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and (iii) is duly qualified to transact business and is in good standing (where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); (B) the articles of association and other constituent or constitutive documents of each member of the Group (other than the Company) comply with the requirements of the Laws of the jurisdiction of its incorporation, and are in full force and effect; (C) each member of the Group (other than the Company) that is established under the Laws of the PRC has passed each annual examination by or made its annual report filing with (as applicable) the applicable PRC Authorities since incorporation without being found to have any material deficiency or to be in default in any material respect under applicable PRC Laws and has timely received all material requisite certifications from each applicable PRC Authority.

2.6 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group and is not directly or indirectly related to the business of the Group, as described in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

3. Offer Shares

3.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, authorized and issued, fully paid and non-assessable, free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or other

constituent or constitutive documents or the business registration license of the Company or any agreement or other instrument to which the Company is a party, free of any pre-emptive right, resale rights, right of first refusal or similar right and subject to no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Articles of Association as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; and 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). The Offer Shares, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the relevant jurisdictions or the Articles of Association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations solely by reason of being such a holder.

- 3.2 As of the Listing Date, the Company will have the authorized and issued share capital as set forth in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular in the section headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and each such description is complete, true, accurate and not misleading; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under PRC Laws.
- 3.3 All necessary authorizations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be issued to the purchasers under the Global Offering in the manner described in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

4. This Agreement and Operative Documents

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents has been or will be duly authorized, executed and delivered by the Company and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, and is enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, moratorium and similar laws of general applicability relating to or affecting the creditors' rights and to general principles of equity.
- 4.2 The statements set forth in the sections "Underwriting" and "Structure of the Global Offering" in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

5. No conflict, compliance and approvals

- 5.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfillment of any condition or compliance

with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business license (as applicable), (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which 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 for such breach, violation or default in each cases of (B) and (C) above that would not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.

- 5.2 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 publication of the Hong Kong Prospectus, the listing of the H Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and the fulfillment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business license (as applicable) of any member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any other member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, (C) any Laws applicable to any member of the Group or any of their respective properties or assets, or (D) any other agreements which any member of the Group is a party of.
- 5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of SEHK, and to the best knowledge of the Warrantors, there is no reason to believe that such approval may be revoked, suspended or modified.
- 5.4 Except for the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, as well as the registration of Hong Kong Prospectus with the Registrar of Companies in Hong Kong, all Approvals and Filings (including approval from the CSRC of the filing in relation to the Listing dated 25 September 2025) under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders, any member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Warrantors of this Agreement, the International Underwriting Agreement or any of the Operative Documents or the performance by the Warrantors of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby have been obtained or made and are in full force and effect, and to the best knowledge of the Warrantors, there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 5.5 The Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreements, the Operative Documents and all related arrangements, in so far as they are the responsibility of or carried out by the Company or any other member of the Group, have been or will be carried out in accordance

with all applicable laws and regulatory requirements in Hong Kong and elsewhere.

- 5.6 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.
- 5.7 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.
- 5.8 No person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or shares of any other capital stock of the Company, (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase Shares or any other shares of the Company, (C) the right, contractual or otherwise, to cause the Company to include any H Shares or any other shares of the Company in the Global Offering, and (D) the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the Offer Shares.
- 5.9 (A) The Company and the other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto in all material respects, (ii) have obtained or made and are in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations in the manner presently conducted or proposed to be conducted as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, except to the extent that failure to so comply with such Laws or so obtain, make or hold or comply with such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change, and (iii) have not been subject to any material fines or penalties from any Authorities; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled, performed or complied with or other burdensome restrictions or conditions under the applicable Laws currently in effect not described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group is in violation of, or in default under, or has received notice of any request, action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings (including the PRC Approval), and, to the best knowledge of the Warrantors, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any current requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional expenditures, except where such circumstances would not, individually or in the aggregate, result in a Material Adverse Change; and (D) no governmental Authority, in its inspection, examination or audit of any member of the Group, have reported findings or imposed penalties that have resulted or could reasonably be expected to have individually or in the aggregate, a Material Adverse Change; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all material recommendations have been adopted.
- 5.10 (A) Except for the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong and the final approval from the SEHK for the listing of, and

permission to deal in, the H Shares on the Main Board of the SEHK, all Approvals and Filings required under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, have been obtained or made, and no event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained, except failure to obtain such Approvals and Filings would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; 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 Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association or other constituent or constitutive documents or the business license of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets.

6. Accounts and other financial information

- 6.1 The Reporting Accountant, who has audited certain consolidated financial statements of the Group included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, are independent certified public accountants under Professional Accountant Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under Accounting and Financial Reporting Council Ordinance (Cap. 588 of the laws of Hong Kong).
- 6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group as set out in Appendix I to each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, give a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated financial performance and consolidated, cash flows and changes in equity of the Company and members of the Group for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular are derived from the accounting records of the Company and other members of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma statement of adjusted net tangible assets (and the notes thereto and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in each of the Hong Kong Prospectus, the PHIP, the

Preliminary Offering Circular and the Final Offering Circular, and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma statement of adjusted net tangible assets (and the notes thereto and all other pro forma financial statements, information or data, if any) are reasonable, and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma statement of adjusted net tangible assets (and the notes thereto and all other pro forma financial statements, information or data, if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, that are not included as required; and (E) the Group does not have any liabilities or obligations, direct or contingent (including, without limitation any off- balance sheet obligations), not described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

- 6.3 All historical financial information included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular (other than those in the audited consolidated financial statements of the Group and all related notes as set out in Appendix I to each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular) has been either correctly extracted from the audited consolidated financial statements of the Group and all related notes as set out in Appendix I to each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or is derived from the relevant accounting records of the Company and other members of the Group which the Company in good faith believes are reliable and accurate in all material aspects, and are a fair presentation of the data purported to be shown.
- 6.4 The unaudited consolidated management financial information of the Group as of 31 October 2025 and for the period from 1 August 2025 to 31 October 2025 and other accounting records of the Group (A) have been properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and members of the Group and IFRS, all the transactions entered into by the Company or any other member of the Group or to which the Company or any other member of the Group was a party during the period from 1 August 2025 to 31 October 2025, (B) contain no inaccuracies or discrepancies of any kind, and (C) give a true and fair view of the financial position of the Company and members of the Group as of 31 October 2025 and the financial performance of the Company and members of the Group for the period from 1 August 2025 to 31 October 2025; and there has been no material decreases in the issued share capital, net current assets, or total current assets or any material increases in total current liabilities of the Group, as compared to amounts shown in latest audited consolidated balance sheet of the Group as of 31 July 2025 included in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 6.5 (A) The prospective information included in the memorandum of the Board on profit forecast for the year ending 31 December 2025 and on working capital forecast for the period for 15 months ending 31 December 2026 (the “**Board Forecast Memorandum**”) has been approved by the Directors and reported on by the Reporting Accountant in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 500, Reporting on Profit Forecasts, Statements of Sufficiency of Working Capital and Statements of Indebtedness and with reference to Hong Kong Standard on Assurance Engagements 3000 (Revised), Assurance Engagements Other Than Audits or Reviews of Historical Financial Information issued by the HKICPA in connection with the Global

Offering and has been prepared after due and careful consideration, and represents reasonable and fair expectations honestly held by the Company on the basis of facts known to the Company; (B) all statements of fact in the Board Forecast Memorandum are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made; (C) all forecast, estimate and expressions of opinion contained in the Board Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reserves in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular at the time envisaged by such memorandum will be received; and (D) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Board Forecast Memorandum.

- 6.6 The statements set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section headed "Financial Information – Material Accounting Policies and Estimates" are, in all material respects, true and accurate descriptions of (A) all material accounting policies which the Company believes are the most important in the portrayal of the Company's financial condition and financial performance and which require management's most difficult, subjective or complex judgments ("**Material Accounting Policies**"); (B) the judgments and uncertainties affecting the application of Material Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions. The Board and senior management of the Company have reviewed and agreed with the selection, application and disclosure of the Material Accounting Policies and have consulted with the Reporting Accountant with regard to such selection, application and disclosure.
- 6.7 Each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular accurately and fully describes, in all material respects, (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect the liquidity of any member of the Group and could reasonably be expected to occur, and (B) all off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent (if any). No member of the Group has any relationship with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would be, or are reasonably expected to, have a material impact on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.
- 6.8 (A) The factual contents of the reports, letters or certificates of the Reporting Accountant provided by the Company are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports, letters or certificates are held in good faith, and none of the Company and the Directors disagrees with any aspect of the reports, letters or certificates prepared by the Reporting Accountant; (B) the Company has given to the Reporting Accountant all information that was reasonably requested by the Reporting Accountant, and no information was withheld by the Company from the Reporting Accountant, for the purposes of its preparation of its report contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and the comfort letters to be issued by the Reporting Accountant in connection with the Global Offering and all information given to the Reporting Accountant for such purposes was given in good

faith and there is no other information which has not been provided by the Company the results of which would make the information so received misleading; and (C) no information was withheld by the Company from the Reporting Accountant, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Underwriters for the purposes of their review of the profit and working capital forecasts and the unaudited pro forma statement of adjusted net tangible assets and all other pro forma financial statements, information or data, if any, of the Group included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

7. Indebtedness and material obligations

- 7.1 (A) Except otherwise disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group 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, and hire purchase commitments, or any material mortgage or charge or any guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfillment 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 fulfillment 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 by such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge of the Warrantors, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the best knowledge of the Warrantors after due care and inquiry, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of such member of the Group by reason of default of any member of the Group or any other person or under any material guarantee given by any member of the Group, (E) all guarantees of indebtedness of the Group are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, and (F) no member of the Group or any of the Controlling Shareholders has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.
- 7.2 (A) The amounts borrowed by each member of the Group 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) no member of the Group has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to such member of the Group, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with its terms and conditions, and (iii) no event has occurred, and, to the Warrantors' best knowledge, no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the Warrantors' best knowledge, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company or any of the other members of the Group from or by any Authority in consequence of which the Company or the relevant member of the

Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

8. Subsequent events

- 8.1 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, there has not been (A) any Material Adverse Change or any development involving a prospective 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 other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off- balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, except as otherwise disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.
- 8.2 Since the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, each of the Company and the other members of the Group has (A) carried on and will continue to carry on business in the ordinary course so as to maintain it as a going concern; and (B) continued to pay its creditors in the ordinary course of business.
- 8.3 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement which is material to the Company and the other members of the Group, taken as a whole; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation and the other members of the Group which is material to the Company and the other members of the Group, taken as a whole; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company and the other members of the Group, taken as a whole; (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce or otherwise change, its capital stock or other equity interest of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, or (G) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in (A) through (F) above.
- 8.4 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has sustained any material loss or interference with its business from the COVID-19 pandemic, other health epidemics, outbreaks, fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority.
- 8.5 (A) There has been no material decrease in the share capital and total current assets or any material increase in total current liabilities 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 Group as of 31 July 2025 included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering

Circular; and (B) there has been no material decrease in revenue or gross profit of the Group during the period from the date of the latest audited consolidated income statements of the Group included in the Hong Kong Prospectus to (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 the corresponding period in the preceding financial year.

9. Assets and business

- 9.1 Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, (A) each of the Company and the other members of the Group has valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, in each case free and clear of all Encumbrances, except as would not, individually or in the aggregate, materially and adversely affect the value of such property or asset, or would not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; (B) each real property, personal property, building or asset, as applicable, held under lease by the Company or any of the other members of the Group held by it under a lease is in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and would not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a material default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (i) may be materially adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (ii) which may materially and adversely affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no material Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by any member of the Group; (C) neither the Company nor any of the other members of the Group owns, operates, manages or has any other right or interest in any other real property, personal property, building or asset, as applicable, except as reflected in the audited consolidated financial statements of the Company as set forth in the Accountants' Report and as disclosed in the section headed "Business – Properties" included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, other than those properties and assets the absence of which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; (D) the use of all properties owned or leased by each member of the Group is in accordance with its permitted use under all applicable Laws; and (E) no member of the Group has any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has held any interests.
- 9.2 (A) The Company and the other members of the Group own free of Encumbrances, or have

obtained (or can obtain on reasonable terms, if needed) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property Rights**”) described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular as being owned or licensed or used by them and, such rights and licenses held by the each member of the Group in any Intellectual Property Rights comprise all the rights and licenses that are necessary for their 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 other member of the Group has obtained licenses for, or other rights to use, the Intellectual Property Rights is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, and the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfillment 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 other members of the Group has occurred and is continuing or, to the best knowledge of the Warrantors, is likely to occur under any such agreement; (C) there are no third parties who have or, to the best knowledge of the Warrantors, will be able to establish rights to, any Intellectual Property Rights; (D) there is no infringement by third parties of any material Intellectual Property Rights; (E) there is no pending or, to the Warrantors' best knowledge, threatened action, suit, proceeding or claim by others, including any Authority, challenging (i) the rights of the Group in or to any Intellectual Property Rights, (ii) any agreement or arrangement pursuant to which the Company or any of the other members of the Group uses such Intellectual Property Rights, or (iii) the validity, enforceability or scope of any Intellectual Property Rights, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claims; (F) neither the Company nor any of the other members of the Group has infringed or is infringing the intellectual property rights of a third party, or has received notice of a claim by a third party to the contrary; (G) there is no pending or, to the best knowledge of the Company threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates or would, upon the provision of any services as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding, or claim; and (H) to the best knowledge of the Warrantors, there is no prior act that may render any patent application within the Intellectual Property Rights un-patentable that has not been disclosed to any Authority in the PRC or Hong Kong or any relevant jurisdiction having jurisdiction over intellectual property right matters.

- 9.3 The Company and the other members of the Group have (A) complied in all material respects with all intellectual property right protection requirements set forth in the agreements with the Group's customers, suppliers, subcontractors or licensors; and (B) adopted and implemented adequate intellectual property right protection measures and procedures designed to ensure regulatory compliance and protection of Intellectual Property Rights; neither the Company nor any other member of the Group has received any material complaint from any customer, supplier or licensor or any other person for failing to protect such person's Intellectual Property Rights and there is no pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by any customer, supplier or licensor or any other person that the Company or any other member of the Group fails to protect such person's Intellectual Property Rights, and there are no facts which could form a reasonable basis for any such complaint, action, suit, proceeding or claim.

- 9.4 (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any other member of the Group (collectively, the **“Information Technology”**) collectively comprise all of the information technology systems and related rights necessary to conduct the respective business of the Company and the other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and the other members of the Group either legally and beneficially own, or have obtained licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, and is in full force and effect, and the Company and the other members of the Group, as the case may be, have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment 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 other members of the Group has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Group are maintained and operated by the Group; (E) in the event that the persons providing maintenance or support services for the Company or any other member of the Group with respect to the Information Technology cease or are unable to do so, the Company or the relevant member of the Group has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology; (G) the Group has in place procedures reasonably designed to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without disruption to the business of the relevant member of the Group; (I) the Group has complied, and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable law, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; (J) there has been no security breach or attack or other compromise of or relating to the Company’s or the other members of the Group’s information technology systems that would result in a Material Adverse Change; and (K) the Company and other members of the Group have implemented and maintained commercially reasonable 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 (**“Personal 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 respective 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 those that have been remedied without any material cost or legal liability imposed on the Company or any other member of the Group or the duty to notify any other person.

10. Cybersecurity and Data Protection

- 10.1 (A) Each member of the Group has complied with, and is currently in compliance with, all applicable Laws concerning cybersecurity, data protection (including Personal Data), confidentiality, archive administration, information security, data collection, monitoring, storage, processing, and transfer, access control, data integrity and audit compliance (including, without limitation, the Provisions on Strengthening Confidentiality and

Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (《關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定》) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time) (collectively, the “**Data Protection Laws**”) in all material respects; (B) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the CSRC, or any other relevant Authority; (C) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data 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; (D) neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized access, unauthorized retention, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (E) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration, information security, data collection, monitoring, storage, processing, and transfer, access control, data integrity and audit compliance Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, *inter alia*, searching them or seizing any documents or other material found there; (F) neither the Company nor any other member of the Group has received any communication, request, enquiry, notice, warning or sanctions pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (G) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration by the CSRC or any other relevant Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (H) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (I) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC or any other relevant Authority.

11. Compliance with employment and labor Laws

- 11.1 (A) Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has any 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; (B) except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such material outstanding payment obligations or unsatisfied liabilities, the Group has set aside sufficient funds to satisfy such obligations and liabilities; (D) there are no material amounts owing or promised to any present or former directors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors or

senior management or key employees of the Company or any other member of the Group have given or been given notice terminating their contracts of employment; (F) there are no proposals to terminate the employment or contracts of service of any directors, key employees or consultants or senior management of any member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) no member of the Group has any material outstanding undischarged liability to pay to any governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees, consultants or senior management by them; (H) no liability has been incurred by any member of the Group for breach of any director's, employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any member of the Group; (I) all contracts of service and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or any other member of the Group are on usual and normal terms with respect to the Company's industry and all subsisting contracts of service to which the Company or any other member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation); (J) there is no material claim pending or, to the best knowledge of the Company, threatened or capable of arising against the Company or the relevant member of the Group in respect of any accident or injury not fully covered by insurance, by any employee, director, consultant or third party; and (K) each member of the Group has, in relation to its respective directors, employees or consultants (and so far as relevant to each of its respective former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors' or employees' or consultants' (or former directors', employees' or consultants') contracts of services or employment or consultancy.

- 11.2 (A) Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, each of the Company and the other members of the Group is in compliance in all material respects with the labor and employment Laws applicable to their employees in the jurisdiction of its incorporation, registration or organization; (B) there is no material dispute with the directors or employees of the Company or any other members of the Group and no strike, labor dispute, slowdown or stoppage or other conflict with the directors or employees of the Company or any other member of the Group pending or, to the best knowledge of the Warrantors, threatened against the Company or any other member of the Group; (C) there is no existing union representation dispute concerning the employees of the Company or any other member of the Group; and (D) there is no existing, imminent or, to the best knowledge of the Warrantors, threatened labor disturbance by the employees of any of the principal suppliers, subcontractors, contractors or customers of the Company or any other member of the Group.

12. Compliance with Environmental Laws

- 12.1 (A) The Company and the other members of the Group and their respective properties, assets and operations are in compliance in all material respects with applicable Environmental Laws (as defined below), and each of the Company and the other members of the Group holds and is in compliance in all material respects with all Approvals and Filings required under Environmental Laws; (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any other member of the Group under, or to interfere with or prevent compliance by the

Company or any other member of the Group with, Environmental Laws; and (C) neither the Company nor any member of the Group (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending, or to the best knowledge of the Company, threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below), which would, individually or in the aggregate, result in a Material Adverse Change; (as used herein, “**Environmental Law**” means any applicable Laws relating to health, safety, the environment (including without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

13. Insurance

- 13.1 (A) The Company and other members of the Group maintain, or are entitled to the benefits of, insurance covering their respective business, operations, properties, assets and personnel with insurers of established repute as the Company reasonably deems adequate and necessary and all such insurance is in full force and effect on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement, (B) such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses; (C) all premiums due in respect of such insurance policies have been duly paid in full; (D) the Company and the other members of the Group are in compliance with the terms of all such insurance in all material respects and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and the other members of the Group in all material respects; (E) there are no claims by the Company or any other member of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; and (F) neither the Company nor any other member of the Group has any reason to believe that it will not be able to renew its existing insurance coverage as and when such policies expire.

14. Internal control

- 14.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorization, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Authorities as and when required by them and financial statements in compliance with IFRS 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 action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position, financial performance and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial

reporting controls are monitored by the responsible persons; the current management information and accounting control systems of the Company and the other members of the Group have been in operation for at least six months during which neither the Company nor any other member of the Group has experienced any material difficulties with regard to clauses (A) through (F) above; there are (i) no weaknesses in the Group's internal controls over accounting and financial reporting, (ii) no fraud in relation to internal controls over financial reporting involving management or other employees who have a role in the Group's internal control over financial reporting, and (iii) no changes in the Group's internal controls over accounting and financial reporting or other factors that have adversely affected, or could reasonably be expected to adversely affect, the Group's internal controls over accounting and financial reporting.

- 14.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's Board and management by others within those entities; and (B) the Company and its Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Law, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “**disclosure and corporate governance controls and procedures**” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws).
- 14.3 Any issues identified and as disclosed in any 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 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.
- 14.4 The statutory books and other records of each of the Company and the other members of the Group are in its possession, up-to-date in all material respects; the books of account of each of the Company and the other members of the Group are in its possession, up-to-date. The statutory books, books of account and other records of each of the Company and the other members of the Group contain complete and accurate records as required by Law 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 Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been or will be duly and correctly delivered or made.

15. Compliance with Anti-Bribery, Anti-Money Laundering and Sanctions Laws

- 15.1 Each of the Company, any other member of the Group and their respective officers, directors, supervisors, employees, affiliates, or to the best knowledge of the Warrantors, agents and representatives, in each case acting for or on behalf of the Company or other member of the Group, has not (A) taken or will not take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving of money, property, gifts or anything else of value, to any **“government official”** (as used herein, “government official” includes any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (B) made or authorized any contribution, payment or gift of funds or property to any government official in Hong Kong, the PRC, the United States or any other applicable jurisdiction of incorporation and where the Group conducts business in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant governmental Authority of any jurisdiction, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the **“FCPA”**) or any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the relevant member of the Group, as applicable; each of the Company and the other members of the Group have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed 17 December 1997, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery of the PRC, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the **“Anti-Bribery Laws”**) and have instituted and maintained and will continue to maintain internal control policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery Laws and with the representation and warranty contained herein; none of the Company, the other members of the Group, or their respective officers, directors, supervisors, employees, affiliates, or, to the best knowledge of the Warrantors, their respective agents, or representatives, has violated or is in violation of any provision of the Anti-Bribery Laws, or has been or is subject to any penalties imposed by any Authority with respect to any Anti-Bribery Laws; no action, suit, proceeding, investigation or inquiry by or before any Authority involving any member of the Group with respect to any Anti-Bribery Laws is pending or, to the best knowledge of the Company, threatened.
- 15.2 The operations of each member of the Group are and have been conducted since the inception of the relevant entities in compliance with applicable financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principles or procedures of Hong Kong, the PRC, the United States, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (**“USA Patriot Act”**) (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended,

(collectively, the “**Anti-Money Laundering Laws**”), and the Group maintains the measures suitable for its business to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Warrantors, threatened.

- 15.3 (A) None of the Company, any other members of the Group, the Controlling Shareholders, any of their respective director, officer, nor, to the best knowledge of the Warrantors, employee, agent, representative or affiliate or other person acting on their behalf (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates as to whom no such representation, warranty or agreement is given) (a) is controlled or 50% or more owned in the aggregate by any individuals or entities that are, currently the subject of any sanctions administered or enforced by the United States (including, without limitation, any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce and the U.S. Customs and Border Protection), the United Nations Security Council, the European Union, His Majesty’s Treasury or other sanctions Authority which may assert jurisdiction over the Company (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”); (b) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which are, for the avoidance of doubt, Cuba, Iran, North Korea, Syria, Crimea, Sevastopol, and the so-called Luhansk People’s Republic and so-called Donetsk People’s Republic regions of Ukraine (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”)); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any member of the Group, joint venture partner or other individual or entity, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise); (B) neither the Company, any other member of the Group, the Controlling Shareholders, nor any of their respective director or officer, nor, to the best knowledge of the Warrantors, any employee, agent or affiliate or other person acting on behalf of the Warrantors or any of their subsidiaries has in the past five years engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country; (C) the Company will use the proceeds from the Global Offering in the manner as set forth in the section “Future Plans and Use of Proceeds” of each of the Hong Kong Prospectus, the PHIP, and the Preliminary Offering Circular and the Final Offering Circular, and will not, directly or indirectly, use the proceeds from the sale of the Offer Shares, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any Sanctioned Person, or of, with or in any Sanctioned Countries, or in any other manner that could result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any of the Sanctions; and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions.

16. Experts

- 16.1 Each of the experts (the “**Experts**”) stated in the section headed “Appendix VII – Statutory and General Information – D. Other Information – 9. Qualifications and Consents of Experts” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final 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 of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

- 16.2 (A) The factual contents of the reports, opinions, letters or certificates of the Internal Control Consultant, the Industry Consultant and any legal counsel for the Company are 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 none of the Company and the Directors disagrees with any aspect of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within their knowledge ; and (B) no material information was withheld by the Company from the Internal Control Consultant, the Industry Consultant, the Competent Person and any legal counsel for the Company, for the purposes of preparation of their reports, opinions, letters or certificates (whether or not contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular) and all information given by the Company to each of the foregoing persons 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.

17. Statistical or market data or information

- 17.1 All statistical or market-related or operational data disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular that come from the Company have been derived from the records of the Company and other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were provided; all statistical or market-related data included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular and the Investor Presentation Materials that come from sources other than the Company are based on or derived from sources described therein that the Company reasonably believes are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

18. Historical changes

- 18.1 The descriptions of the events, transactions and documents relating to the transfers and changes in the share capital of the members of the Group (the “**Historical Changes**”) set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section headed “History and Corporate Structure” are true and correct in all material respects; none of the Historical Changes as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section “History and Corporate Structure” contravenes (A) any provision of the constitutive documents of the Company or any other member of the Group, (B) any provision or conditions of any Laws or any Approvals and Filings of the Company or any other member of the Group, (C) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or any other member of the Group or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company or any other member of the Group, and will not result in the creation or imposition of any Encumbrance or other restriction

upon any assets of the Company and/or the other members of the Group.

- 18.2 All Taxes and duties payable in connection with the Historical Changes set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section headed “History and Corporate Structure” payable by the Company or relevant members of the Group have been or will be paid by the Company or relevant members of the Group.

19. Material Contracts and Connected Transactions

- 19.1 (A) All contracts or agreements entered into within two years of the Hong Kong Prospectus Date (other than contracts entered into in the ordinary course of business) to which the Company or any other member of the Group is a party and which are required to be disclosed as material contracts pursuant to the paragraph 52 of Part A of Appendix D1A to the Listing Rules (the “**Material Contract**”) in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or filed therewith as Material Contracts with the Registrar of Companies in Hong Kong, as applicable, have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; (B) no Material Contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Overall Coordinators, be entered into prior to the Listing Date, nor will the terms of any Material Contracts so disclosed and filed be changed, prior to or on the Listing Date; (C) neither the Company nor any member of the Group, nor any other party to any such Material Contract, has sent or received any communication regarding termination of, or intent not to renew, any of such Material Contracts, and no such termination or non-renewal has been threatened by the Company or any other members of the Group or, to the best knowledge of the Warrantors, any other party to any such contract or agreement.
- 19.2 Each of the contracts listed as being a Material Contract in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular headed “Appendix VII – Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts” has been duly authorized, executed and delivered or being delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws.
- 19.3 Neither the Company nor any other member of the Group has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not on an arm’s length basis in the ordinary course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on six months’ notice or less).
- 19.4 Neither the Company nor any other member of the Group is a party to any agreement or arrangement which prevents or materially restricts it in any way from carrying on business in any jurisdiction.
- 19.5 The Company does not have any reason to believe that any significant customer or supplier of the Company or any other member of the Group is considering ceasing or has ceased to deal with the Company or any other member of the Group, or is considering significantly modifying other terms of its dealings with the Company or any other members of the Group contrary to the manner disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or in a manner materially inconsistent with its past dealings with the Group.

- 19.6 Neither the Company nor any other member of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any other member of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws (whether or not the same has in fact been made).
- 19.7 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, there has been or will be no connected transactions (as defined in the Listing Rules) between the Company and any connected person (as defined in the Listing Rules) during the three years ended 31 December 2024 and the seven months ended 31 July 2025 or subsisting immediately upon completion of the Global Offering. Each of the Company and the Subsidiaries will be capable of carrying on its business independently of and will not place undue reliance on any parties, including in terms of management independence, operational independence and financial independence.
- 19.8 (A) There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any other member of the Group to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and any other member of the Group or any of their respective family members; and (B) neither the Company nor any other member of the Group has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or any other member of the Group.
- 19.9 Neither the Company nor any other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.10 (A) None of the Group's suppliers, subcontractors and customers has owned any interest in any members of the Group or is a connected person of the Group; and (B) none of the members of the Group, the Controlling Shareholders, directors and their respective associates and employees has owned any interest in the Group's five largest suppliers, subcontractors and customers.
- 19.11 (A) Neither the Controlling Shareholders nor any of the Director, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, which would require disclosure under Rule 8.10 of the Listing Rules; (B) none of the Directors (or their respective associates) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Hong Kong Prospectus Date been acquired or disposed of by or leased to the Company or any other member of the Group; and (C) none of the Directors, and their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with any member of the Group which is subsisting on the Listing Date which is material in relation to the business of the Group.

20. Taxation

- 20.1 (A) The Group has duly and in a timely manner complied in all material respects with all applicable requirements for all returns, reports or filings required by applicable Laws or the Authorities to be filed by or in respect of the Company or any other member of the Group

for Taxation purposes, and all such returns, reports or filings are up to date and are true and accurate in all material respects and not misleading and are not the subject of any dispute with any taxing or other Authority and there are no circumstances giving rise to any such dispute; (B) all Taxes due or claimed to be due from the Company and the other members of the Group have been duly and timely paid; (C) there is no deficiency for Taxation of any amount that has been asserted against the Company or any other member of the Group; (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular included appropriate 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 member of the Group was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular headed “Financial Information” in relation to Taxation are true and accurate and not misleading.

- 20.2 Each of the waivers and other relief, concession and preferential treatment relating to taxes granted to the Company or any other member of the Group by any Authority is valid and in full force and effect and does not conflict with, or result in a breach or violation of any applicable Laws.
- 20.3 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in Hong Kong or the PRC or to any taxing or other Authority thereof or therein in connection with (A) the execution, performance and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, the PHIP, (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

21. Dividends

- 21.1 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company may, under the Laws of the PRC, be payable in Hong Kong Dollar and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority, and 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 applicable Laws of Hong Kong or the PRC or by Hong Kong (as the case may be) or any taxing or other Authority thereof or therein.
- 21.2 None of the members of the Group (other than the Company) is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other members of the Group.

22. Litigation and other proceedings

- 22.1 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority or otherwise pending or, to the best knowledge of the Warrantors, threatened or contemplated to which the Controlling Shareholders, the Company or any other members of the Group or any of their respective directors, officers, or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business and there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (B) no Law that has been enacted, adopted or issued or, to the Warrantors' knowledge, that has been proposed by any Government Authority, and (C) no judgment, decree or order of any relevant Government Authority, which, in each case described in clauses (A) to (C) above, would materially and adversely affect the power or ability of the Warrantors to perform their respective obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular but are not so adequately disclosed.
- 22.2 None of the Company, the Controlling Shareholders or the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken by any person, nor have any actions, suits or proceedings under any Laws been started or, to the best knowledge of the Company, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group; (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group; or (C) to forestall the completion of the Global Offering.
- 22.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in material dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any material dispute or materially affect the relevant member's relationship with such other parties.
- 22.4 The Company and the other members of the Group (A) have not received any complaints from customers in connection with the services provided by any member of the Group; and (B) have not failed to pass any audit from any Authority that, in cases (A) and (B), may result in a Material Adverse Change.

23. United States aspects

- 23.1 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 Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries in the manner contemplated in this Agreement, the International Underwriting Agreement, and in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular and the Final Offering Circular.
- 23.2 No member of the Group, its affiliates and any person acting on their respective behalf has paid or agreed to pay any person any compensation for soliciting another to purchase any

securities of the Company (except as contemplated in this Agreement and the International Underwriting Agreement).

- 23.3 The Company is a “foreign issuer” (as such term is defined in Regulation S under the Securities Act).
- 23.4 There is no substantial U.S. market interest within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.
- 23.5 None of the Company, its affiliates and any person acting on its or their behalf (other than the Hong Kong Underwriters and the International Underwriters, as to whom the Company makes no representation) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902(c) under the Securities Act.
- 23.6 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement and the Operative Documents.

24. Market conduct

- 24.1 None of the Company, the other members of the Group and their respective supervisors, directors, officers, employees, agents, affiliates or controlling persons (other than the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, SEHK, the SFC or any other Authority including those in relation to book- building and placing activities.
- 24.2 None of the Company, the other members of the Group and their respective supervisors, directors, officers, employees, agents, affiliates or persons acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, or (B) has taken, 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.

25. Immunity

- 25.1 Under the Laws of Hong Kong, the PRC and any other applicable jurisdiction, none of the Company nor the other members of the Group, nor any of the properties, assets or revenues present or future of the Company or the other members of the Group is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with

respect to this Agreement, to claim for itself any immunity (sovereign or crown status or otherwise) from (without limitation) any action, suit or proceeding (including, without limitation, arbitration proceedings), from banker's lien, set-off or counterclaim, from the jurisdiction of any court or tribunal, from service of process, from attachment prior to judgment or award or attachment in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards or any other legal process or remedy with respect to its obligations under this Agreement; the irrevocable waiver and agreement of the Company and the Warranting Shareholders in Clause 16.7 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of Hong Kong, the PRC and any other jurisdiction relevant to any member of the Group or the Global Offering.

26. Choice of law and dispute resolution

- 26.1 The governing law provisions set forth in this Agreement will be recognized and given effect to by the HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; the agreement by the Company to resolve any dispute by arbitration pursuant to Clause 16 of this Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead any claim of *forum non conveniens*, the waiver of immunity on the grounds of sovereignty or otherwise 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 and will be respected by HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; service of documents effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Company; 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 by the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures and any other applicable jurisdictions subject to the uncertainty as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

27. No other arrangements relating to sale of Offer Shares

- 27.1 There are no contracts, agreements or understandings between any member of the Group or any Controlling Shareholder and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any other member of the Group or any Underwriter for brokerage commissions, finder's fees, broker's or agent's commission or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 27.2 None of the Company, the other members of the Group, the Controlling Shareholders and any of their respective directors, supervisors, officers, employees, and, to the knowledge of the Company, the other members of the Group and the Controlling Shareholders, any of their respective affiliates or agents, has entered into any agreements or undertakings relating to the offer, sale, distribution or delivery of any Shares other than this Agreement and the International Underwriting Agreement.
- 27.3 Neither the Company, any of the members of the Group, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly,

provide or offer) any rebates or preferential treatment to an investor and its close associates in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; no member of the Group nor any director, officer, supervisor, agent, employee or affiliate of any member of the Group 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 Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

28. Provision of information

- 28.1 None of the Company or the Controlling Shareholders, any other member of the Group or their respective officers, directors or, their respective employees, affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any other member of the Group that is or was not (A) reasonably expected to be included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; or (B) publicly available.

29. Directors and Officers

- 29.1 Any certificate signed by any Director or any officer of the Company and delivered to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, or any Underwriter or any counsel for the Underwriters in connection with the Global Offering pursuant to this Agreement or the International Underwriting Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, and/or each Underwriter.
- 29.2 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, none of the Directors has a service contract with any member of the Group which is required to be disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 29.3 All the interests or short positions of each of the Directors in the H Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, in each case once the H Shares are listed, and to the extent applicable, in any assets which, in the two years preceding the Hong Kong Prospectus Date, have been acquired or disposed of by, or leased to, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully, completely and accurately disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 29.4 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Joint Sponsors and the Overall Coordinators, and such authority and confirmations remain in full force and effect.

30. Professional investor

- 30.1 The Company has read and understood the Professional Investor Treatment Notice applicable to it/him/her set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such applicable notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Overall Coordinators (for themselves and on behalf of the Underwriters).

31. Mining

- 31.1 The Group has valid, good and marketable title to all mining rights and properties as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, in each case free and clear of Encumbrances.
- 31.2 The Group has obtained and is in possession of all necessary permits, certificates, licenses, rights and other authorisations to own, lease, explore, develop and/or operate the mining properties as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular. Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section headed “Business”, all such permits, certificates, licenses, rights and authorisations are valid and in full force and effect and are free and clear of Encumbrances, and the Company is in compliance with all conditions thereof, and no member of the Group has received any notice of revocation or modification of any such permit, certificate, license, right or authorisation or has any reason to believe that any such permit, certificate, license, right or authorisation will be withdrawn and/or will not be renewed in the ordinary course.
- 31.3 There are no outstanding obligations under any mining permit, certificate, license, right and authorisation which may have or may cause negative consequences for the status of such permit, certificate, license, right and authorisation for any member of the Group and no member of the Group has received any notice from any Authority with regard to any actual or potential violations or outstanding obligations under or in respect of such permit, certificate, license, right and authorisation.
- 31.4 There are no restrictions on the ability of the Group to use or otherwise exploit any mining permits, certificates, licenses, rights and authorisations and the Company is not aware of any claim or basis for a claim that may affect such rights.
- 31.5 No event has occurred and is subsisting or is about to occur which constitutes or would constitute a default under any obligations under any of the mining permits, certificates, licenses, rights and authorisations or which constitutes an event, circumstance, act or omission which (a) entitles an Authority to terminate, revoke, cancel or suspend any of the mining permits, certificates, licenses, rights and authorisations or (b) entitles a party to forfeit, curtail, suspend or reduce the benefits enjoyed by another party and/or the rights granted to such other party under any of the mining permits, certificates, licenses, rights and authorisations.
- 31.6 Each member of the Group is in compliance with all applicable Laws in respect to its mining activities, and no notice of any violation of any such Law has been received by the Group.
- 31.7 All payments, including royalties, which are due and payable from any member of the Group under or in respect of all mining permits, certificates, licenses, rights and authorisations have been paid in full, other than payments in respect of which a payment

grace period has not expired,

except, in each case of 31.1 to 31.7 above, for matters that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

- 31.8 The statements contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular relating to the Company's mineral resources, ore reserves and production volume (the "**Reserve and Production Information**") are complete, true and accurate in all material respects and not misleading. To the extent that the Reserve and Production Information contains any expressions of opinion, intention or expectation made by, or estimates of, the Group, these are truly and honestly held and fairly made on reasonable grounds and/or assumptions after due and careful consideration and due enquiry and there are no facts which have not been disclosed which by their omission make any such statements misleading. The Reserve and Production Information has been reviewed and verified by the Competent Person and has been reported in accordance with the recommendations of the 2012 Edition of the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves.
- 31.9 (A) The factual contents of the Competent Person's Reports are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports misleading; and (B) no material information was withheld from the Competent Person for the purposes of the preparation of its reports and all information given to the Competent Person for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

Part B: Additional Representations and Warranties of the Warranting Shareholders

Each of the Warranting Shareholders represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them as follows:

1. Valid existence

- 1.1 Each of the Warranting Shareholders who is not a natural person, has been duly incorporated, registered or organized and is validly existing as a legal person in good standing under the Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to execute and deliver this Agreement and the International Underwriting Agreement.
- 1.2 Each of the Warranting Shareholders who is a natural person (A) is of full age and sound mind, (B) fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents (to the extent he or she is a party thereto) and any other document required to be executed pursuant to the provisions of this Agreement, the International Underwriting Agreement and the Operative Documents, and (C) has obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and the transactions contemplated thereby, and acted independently and free from any undue influence by any person, prior to the execution and delivery of such documents.
- 1.3 As at the date of this Agreement, the Warranting Shareholders are the legal and/or beneficial owners of the issued share capital of the Company as shown in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 1.4 None of the Warranting Shareholders has declared or become insolvent or bankrupt or has reason to believe that any Warranting Shareholder may become insolvent or bankrupt.
- 1.5 The articles of association and other constitutional documents and the business license of each Warranting Shareholder (as applicable) comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect.

2. Execution of agreements

- 2.1 Each of the Warranting Shareholders has the requisite power and authority and/or legal capacity, as the case may be, to enter into and perform his/her/its obligations under this Agreement and each of the Operative Documents to which he/she/it is a party.
- 2.2 This Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and any other documents required to be executed by the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents (as applicable), have been duly authorized (in respect of the Warranting Shareholders), executed and delivered by each relevant Warranting Shareholder and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Warranting Shareholder, enforceable in accordance with its terms.
- 2.3 The execution and delivery of this Agreement, the International Underwriting Agreement

and the Operative Documents (as applicable), the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of either of them pursuant to (A) the article of association or other constituent or constitutive documents or the business license (as applicable) of the Warranting Shareholders (unless such Warranting Shareholder is a natural person); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Warranting Shareholders is a party or by which either of them is bound or any of his/her/its properties or assets may be bound or affected; or (C) any Laws applicable to the Warranting Shareholders or any of the properties or assets of the Warranting Shareholder.

3. Market conduct

- 3.1 Neither the Warranting Shareholders nor, their respective affiliates, nor any person acting on the Warranting Shareholders' behalf (other than the Underwriters, to the knowledge of the Warranting Shareholders, any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of all of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the SEHK, the SFC or any other Authority including those in relation to book-building and placing activities.
- 3.2 Neither the Warranting Shareholders nor their respective affiliates, nor any person acting on their behalf (other than the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, or (B) has taken, 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.
- 3.3 None of the Warranting Shareholders nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor and its close associates in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; none of the Warranting Shareholders nor any director, officer, supervisor, agent, employee or affiliate of any Warranting Shareholder 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 Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

4. Choice of law and dispute resolution

- 4.1 The governing law provisions set forth in this Agreement will be recognized and given effect to by HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; the agreement by the Warranting Shareholders to resolve any dispute by arbitration pursuant to Clause 16 of this Agreement, the waiver by the Warranting Shareholders of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead any claim of *forum non conveniens*, the waiver of immunity on the grounds of sovereignty or otherwise 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 to the extent permitted under the PRC civil law and rules of civil procedures and will be respected by HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; service of documents effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of each of the Warranting Shareholders under this Agreement will be recognized and enforced by the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures and any other applicable jurisdictions subject to the uncertainty as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

5. Immunity

- 5.1 Under the Laws of Hong Kong and the PRC, none of the Warranting Shareholders nor any of their respective properties or assets is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to claim for itself any immunity (sovereign or crown status or otherwise) from (without limitation) any action, suit or proceeding (including, without limitation, arbitration proceedings), from banker's lien, set-off or counterclaim, from the jurisdiction of any court or tribunal, from service of process, from attachment prior to judgment or award or attachment in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards or any other legal process or remedy with respect to its obligations under this Agreement; the irrevocable waiver and agreement of each Warranting Shareholder in Clause 16 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of each Warranting Shareholder under the Laws of Hong Kong, the PRC and any other jurisdiction relevant to any or all of them or the Global Offering.

6. No other arrangements relating to sale of Offer Shares

- 6.1 (A) Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, (i) none of the Controlling Shareholders is entitled to any preemptive or similar rights to acquire the H Shares, and (ii) there are no securities held by the Controlling Shareholders convertible into or exchangeable for any equity securities of the Company; and (B) there is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Controlling Shareholders to sell the H Shares or any other securities of the Company.
- 6.2 Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between any member of the Group, on the one hand, and any of the Controlling Shareholders or any company (excluding the members of the Group) or undertaking which is owned or controlled by any of the Controlling Shareholders (whether by way of shareholding or otherwise), on the

other hand.

- 6.3 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Warranting Shareholders and their respective affiliates has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

7. United States aspects

- 7.1 Other than as contemplated in this Agreement and the International Underwriting Agreement, none of the Warranting Shareholders, their affiliates or any person acting on behalf of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act.

8. Certificates

- 8.1 Any certificate signed by each Warranting Shareholder or any director or officer of the Warranting Shareholders and delivered to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, or any Underwriter or any counsel for the Underwriters in connection with the Global Offering pursuant to this Agreement or the International Underwriting Agreement shall be deemed to be a representation and warranty by the Warranting Shareholders, as to matters covered thereby, to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, and/or each Underwriter.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. two certified true copies of the resolutions of the board of Directors of the Company:
 - 1.1 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;
 - 1.2 approving the Global Offering and any issue of the H Shares pursuant thereto;
 - 1.3 approving and authorizing the issue of the Hong Kong Prospectus and the issue of the Preliminary Offering Circular and the Final Offering Circular;
 - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. two certified true copies of the resolutions of the shareholders of the Company referred to in the paragraph headed “Appendix VII - Statutory and General Information – A. Further Information about the Company and Our Subsidiaries - 3. Resolutions of the Shareholders of the Company” in the Hong Kong Prospectus.
3. two copies in electronic form of the Hong Kong Prospectus duly signed (including using digital signatures supported by a digital certificate recognised in Hong Kong) by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, two certified true copies in electronic form (certified using digital signatures supported by a digital certificate recognised in Hong Kong) of the relevant powers of attorneys.
4. two certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors and powers of attorney signed by two Directors in item 3 above (except as already provided in item 3 above).
5. two certified true copies of the material contract referred to in the paragraph headed “Appendix VII – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contract” in the Hong Kong Prospectus duly signed by the parties thereto.
6. two copies of the certificate of authorization of registration of the Hong Kong Prospectus from the SEHK.
7. two copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus under section 342C of the Companies (WUMP) Ordinance.
8. two copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
9. two signed originals of the accountant’s report dated the Hong Kong Prospectus Date from

the Reporting Accountant, the text of which is contained in Appendix I to the Hong Kong Prospectus.

10. two signed originals of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group, the text of which is contained in Appendix II to the Hong Kong Prospectus.
11. two signed originals of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, relating to the indebtedness statement contained in the Hong Kong Prospectus.
12. two signed originals of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
13. two signed originals of the comfort letter from the Reporting Accountant, dated the Hong Kong 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 Hong Kong Prospectus.
14. two signed originals or certified true copies of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the paragraph headed "Appendix VII – Statutory and General Information – D. Other Information – 9. Qualifications and Consents of Experts" in the Hong Kong Prospectus (excluding the Joint Sponsors) consenting to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names and where relevant, their reports and letters in the form and context in which they are included.
15. two signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.
16. two signed originals of the legal opinions from Deheng Law Offices, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, 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
17. two copies of the legal opinions from Deheng Law Offices, legal advisers to the Company as to PRC Laws, submitted to the CSRC for CSRC filing, including the subsequent updated legal opinion submitted to the CSRC.
18. two signed originals of the legal opinions from Ashurst Hong Kong, legal advisers to the Company as to Hong Kong Laws, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
19. two signed originals of the signature pages of the Verification Notes duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).

20. two signed originals of the report from the Competent Person.
21. two signed originals or certified true copies of the industry report prepared by the Industry Consultant, dated the Hong Kong Prospectus Date.
22. two certified true copies of the H Share Registrar Agreement duly signed by the parties thereto.
23. two certified true copies of the FINI Agreement duly signed by the parties thereto.
24. two certified true copies of the service contracts or letters of appointment of each of the Directors.
25. two certified true copies of the undertaking from the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.
26. two certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
27. two signed originals or certified true copies of the certificate issued by the relevant translator of Protop Financial Press Limited to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Prospectus.
28. two certified true copies of the compliance adviser agreement duly signed by the parties thereto.
29. two certified true copies of the filing notification issued by the CSRC in connection with the application for listing of the H Shares on the Stock Exchange.
30. two certified true copies of each of the following:
 - (i) the current business license of the Company;
 - (ii) a certificate of registration of the Company under Part 16 of the Companies Ordinance;
 - (iii) the current business registration certificate of the Company; and
 - (iv) the Articles of Association of the Company.

Part B

1. two signed originals of the Regulation S comfort letters and bringdown comfort letters from the Reporting Accountant, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in the Disclosure Package and the Final Offering Circular.
2. two signed originals of the Hong Kong bringdown comfort letters from the Reporting Accountant, dated the Listing 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 Hong Kong Prospectus.
3. two signed originals of the legal opinion from Deheng Law Offices, legal advisers to the Company as to the PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (including a bringdown opinion of the opinions under item 16 of Part A).
4. two signed originals of the legal opinions from Ashurst Hong Kong, legal advisers to the Company as to Hong Kong Laws, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. two signed originals of the certificate of the chairman of the board of Directors, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
6. two signed originals of the certificate of the Warranting Shareholders, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Warranting Shareholders contained in this Agreement.
7. two signed originals of the certificate of the chairman of the board of Directors and the chief financial officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountant.
8. two certified true copies of the resolutions of the board of Directors or the decision of the authorized person(s) relating to the Global Offering approving, *inter alia*, the determination of the Offer Price and the basis of allocation and the allotment and issue of Offer Shares to the allottees.
9. two copies of the letter from the SEHK approving the listing of the H Shares.
10. two signed originals or certified true copies of the Price Determination Agreement, each duly signed by the parties thereto.

SCHEDULE 5
SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering 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 Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at www.eipo.com.hk or by giving electronic application instructions 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 Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records of such applications will have to be faxed to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are a 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 Securities and Futures Ordinance 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 the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code of Conduct**”), 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 of Conduct 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 their 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;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority;

- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
- 3. 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:

- 1. You are a 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:

- 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million at the Relevant Date (as defined below);
- 1.2 any corporation having, at the Relevant Date (as defined below):
 - (i) a portfolio of not less than \$8 million; or
 - (ii) total assets of not less than \$40 million;
- 1.3 a corporation 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 1.1 above;
 - (ii) an individual specified in section 5(1) of the Professional Investor Rules;
 - (iii) a corporation specified in this paragraph or paragraph 1.2 above;
 - (iv) a partnership specified in section 7 of the Professional Investor Rules;
 - (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 Securities and Futures Ordinance;
- 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; or
- 1.5 a partnership having, Relevant Date (as defined below):
 - (i) a portfolio of not less than \$8 million; or
 - (ii) total assets of not less than \$40 million.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, 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 (“the **Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, 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) for a trust corporation, individual, corporation or partnership, 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), individual, corporation or partnership.
- 2. The Overall Coordinators have made an assessment on you as a Corporate Professional Investor in relation to all investment products and markets in accordance with Paragraph 15.3A of the Code of Conduct.
- 3. You consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 3.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 3.2 Client agreement
 - (i) enter into a written agreement complying with the Code of Conduct in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 3.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their 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 Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority;
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 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. 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 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**”).

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

- 1.1 an individual having a portfolio of not less than \$8 million at the Relevant Date (as defined below), when any one or more of the following are taken into account:
- (i) a portfolio on the individual’s own account;
 - (ii) a portfolio on a joint account with the individual’s associate;
 - (iii) the individual’s share of a portfolio on a joint account with one or more persons other than the individual’s associate;
 - (iv) 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.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, 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 (“the **Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, 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) for a trust corporation, individual, corporation or partnership, 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), individual, corporation or partnership.
2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand 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 their 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;
 - (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. 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.
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.