

卧安机器人（深圳）股份有限公司 股东协议

本《卧安机器人（深圳）股份有限公司股东协议》（“本协议”）由以下各方于 2025 年 5 月 26 日签署：

1. 卧安机器人（深圳）股份有限公司（曾用名“卧安创新科技（深圳）有限公司”“卧安科技（东莞）有限公司”），一家依照中华人民共和国（“中国”，为本协议之目的，不包括中华人民共和国香港特别行政区、澳门特别行政区和台湾地区）法律成立的有限责任公司，注册地址为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1706（“公司”）；
2. 李志晨，中国公民，身份证号码 362502199101290612，住址为深圳市宝安区航城大道 6 号领尚华府 A1307；
3. 潘阳，中国公民，身份证号码 220302198804021015，住址为广东省深圳市宝安区前城滨海花园 2B5105（与李志晨合称“创始人”）；
4. 万德创新科技（深圳）合伙企业（有限合伙），一家依照中国法律设立的有限合伙企业，注册地址为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1103（“员工持股实体”，与创始人合称“创始股东”）；
5. 列示于附录一中的投资者。

在本协议中，以上签署方合称为“各方”，单独称为“一方”。

鉴于：

1. 公司、创始股东及 Brizan 于 2025 年 5 月 26 日签署了一份《关于卧安机器人（深圳）股份有限公司之投资协议》（“Pre-IPO 轮投资协议”）；
2. 根据 Pre-IPO 轮投资协议规定，相关方签署本协议作为交割（定义见 Pre-IPO 轮投资协议）的前提条件之一。

各方经友好协商，兹达成协议如下：

1. 定义

1.1 关联方：

指就某一特定的主体而言，直接地或通过一家或多家中间机构间接地控制该特定主体，受控于该特定主体，或与该特定主体共同受控于同一主体的任何其他主体。在不限制前述一般性前提下，（1）就任何作为自然人的特定主体而言，关联方应包括该主体的配偶、子女及其配偶、父母、其配偶的父母、兄弟姐妹及其配偶；（2）就投资者而言，关联方应包括投资者的

管理人、执行事务合伙人、受同一执行事务合伙人或管理人管理或控制的其他基金、合伙企业或其他实体。

- 1.2 **控制/受控于/共同受控于:** 指在两个或多个实体之间，一个实体直接或间接地拥有对其他实体的业务或管理的控制权或决策权、或通过他人对其他实体行使控制权或决策权的权利。
- 1.3 **集团公司:** 指公司及公司直接或间接控制的任何子公司、分公司以及其他下属机构或实体。
- 1.4 **交易文件:** 指(i) 除 Brizan 外的天使轮投资者、长兴启赋宏联股权投资合伙企业（有限合伙）（“**启赋**”）与公司及其他方于 2017 年 10 月 17 日签署的《增资扩股协议》（“**天使轮投资协议**”，为免疑义，Brizan 基于股权转让继承了启赋在天使轮投资协议以及根据该协议认购的公司人民币 94,856 元注册资本对应的全部权利），(ii) 除 Brizan 外的 Pre-A 轮投资者、吴曦与公司及其他方于 2018 年 12 月 5 日签署的《投资协议》（“**Pre-A 轮投资协议**”，为免疑义，Brizan 基于股权转让继承了吴曦在 Pre-A 轮投资协议以及根据该协议认购的公司人民币 49,603 元注册资本对应的全部权利），(iii) 除 Brizan 外的 A 轮投资者、吴曦与公司及其他方于 2020 年 1 月 8 日签署的《投资协议》（“**A 轮投资协议**”，为免疑义，Brizan 基于股权转让继承了吴曦在 A 轮投资协议以及根据该协议认购的公司人民币 46,685 元注册资本对应的全部权利），(iv) 除高瓴资本外的 A+轮投资者与公司及其他相关方于 2020 年 12 月 24 日签署的《卧安科技（东莞）有限公司投资协议》（“**A+轮投资协议 I**”），(v) 除高瓴资本外的 A+轮投资者与公司及其他相关方于 2021 年 3 月 22 日签署的《经修订与补充的投资协议》（“**A+轮投资协议 II**”），(vi) 高瓴资本、其他 A+轮投资者与公司及其他相关方于 2021 年 4 月 16 日签署的《卧安科技（东莞）有限公司之投资协议》（“**A+轮投资协议（高瓴）**”），(vii) 除 Brizan 外的 B 轮投资者、吴曦与公司及其他相关方于 2021 年 11 月 12 日签署的《卧安创新科技（深圳）有限公司投资协议》（“**B 轮投资协议**”，为免疑义，Brizan 基于股权转让继承了吴曦在 B 轮投资协议以及根据该协议认购的公司人民币 4,815 元注册资本对应的全部权利），(viii) 除达晨创赢外的 B+轮投资者与公司及其他相关方于 2022 年 3 月 23 日签署的《关于卧安创新科技（深圳）有限公司之增资协议》（“**B+轮增资协议**”），(ix) Pre-IPO 轮投资协, (x) 本协议，及(xi) 公司章程。特别地，就前述(i)-(viii)协议（合称为“**前序投资协**”

议”)而言,本协议中任何提及该等前序投资协议时均不包括其已经失效的条款。

- 1.5 **天使轮投资者:** 指朗科、Brizan (仅就其持有的天使轮股权 (定义见附件 1) 而言) 及源码资本 (仅就其持有的天使轮股权 (定义见附件 1) 而言)。
- 1.6 **Pre-A 轮投资者:** 指松山湖研究院 (仅就其持有的 Pre-A 轮股权 (定义见附件 1) 而言) 与 Brizan (仅就其持有的 Pre-A 轮股权 (定义见附件 1) 而言)。
- 1.7 **A 轮投资者:** 指松山湖研究院 (仅就其持有的 A 轮股权 (定义见附件 1) 而言)、Brizan (仅就其持有的 A 轮股权 (定义见附件 1) 而言)、盈湖智能 (仅就其持有的 A 轮股权而言)、东莞蕴和 (仅就其持有的 A 轮股权而言) 与邦海 (仅就其持有的 A 轮股权而言)。
- 1.8 **A+轮投资者:** 指 Ventech 人民币基金、Ventech 美元基金 (仅就其持有的 A+轮股权 (定义见附件 1) 而言)、源码资本 (仅就其持有的 A+轮股权而言) 及高瓴资本 (仅就其持有的 A+轮股权而言)。
- 1.9 **B 轮投资者:** 指高瓴资本 (仅就其持有的 B 轮股权 (定义见附件 1) 而言)、源码资本 (仅就其持有的 B 轮股权而言)、邦海 (仅就其持有的 B 轮股权而言)、盈湖智能 (仅就其持有的 B 轮股权而言)、东莞蕴和 (仅就其持有的 B 轮股权而言)、Brizan (仅就其持有的 B 轮股权 (定义见附件 1) 而言) 及 Ventech 美元基金 (仅就其持有的 B 轮股权而言)。
- 1.10 **B+轮投资者:** 指达晨创投、国调创新及珠海安胜。
- 1.11 **Pre-IPO 轮投资者:** 指 Brizan (仅就其持有的 Pre-IPO 轮股权而言)。
- 1.12 **B+轮股权:** 定义见 B+轮增资协议 (为避免疑义, 包含达晨创赢根据 B+轮转让协议取得的 B+轮股权)。
- 1.13 **Pre-IPO 轮股权:** 定义见 Pre-IPO 轮投资协议 (为避免疑义, 包含 Brizan 根据 Pre-IPO 轮投资协议受让创始人股权所取得的人民币 12,500 元注册资本, 以及 Brizan 根据 Pre-IPO 轮投资协议认购公司新增的 37,500 元注册资本)。
- 1.14 **投资者:** 指 Pre-IPO 轮投资者、B+轮投资者、B 轮投资者、A+轮投资者、A 轮投资者、Pre-A 轮投资者与天使轮投资者。

- 1.15 **多数投资者:** 指持有公司股权超过全体投资者合计持有的公司股权 50% 的投资者。
- 1.16 **每股原价格:** 指投资者认购或受让取得公司每 1 元注册资本金额所支付的认购价格。在公司不引入新投资者的情况下, 如公司发生公积金转增注册资本、股份拆分、股息分配等导致公司注册资本或股本结构变化的情形时, 该等价格应当同比例相应调整。为免疑义, 在本协议签署之日, 针对天使轮投资者, (i) Brizan 及朗科持有的天使轮股权对应的每股原价格为人民币 16.00 元, (ii) 源码资本持有的天使轮股权对应的每股原价格为人民币 195.46 元; 针对 Pre-A 轮投资者, 其持有的 Pre-A 轮股权对应的每股原价格为人民币 25.20 元; 针对 A 轮投资者, 其持有的 A 轮股权对应的每股原价格为人民币 42.84 元, 针对 A+ 轮投资者, (i) Ventech 及源码资本持有的 A+ 轮股权对应的每股原价格为人民币 195.46 元, (ii) 高瓴资本持有的 A+ 轮股权对应的每股原价格为人民币 215.00 元; 针对 B 轮投资者, 其持有的 B 轮股权对应的每股原价格为人民币 578.40 元; 针对 B+ 轮投资者, 其持有的 B+ 轮股权对应的每股原价格为人民币 722.26 元; 针对 Pre-IPO 轮投资者, 其持有的 Pre-IPO 轮股权对应的每股原价格为人民币 1,600 元。
- 1.17 **通知:** 指一方根据本协议的规定向任何他方发出的任何通知或其他往来文件。
- 1.18 **元:** 指人民币元。
- 1.19 **视同清算事件:** 指以下任何一种事件 (无论是单笔交易, 还是一系列相关交易):
- (1) 公司因被第三方收购或其他方式的交易导致公司在该等交易完成前的全体股东在该等交易完成后 (x) 持有的公司股权不足 50%, 或 (y) 合计委派董事的数量未能占公司全体董事会成员之多数;
 - (2) 集团公司 (作为一个整体) 向第三方出售或以其他方式处置集团公司全部或实质全部资产或业务; 或者
 - (3) 集团公司 (作为一个整体) 向第三方独家或排他许可、转让或以其他方式处置集团公司全部或实质全部知识产权。

- 1.20 **主营业务：** 指集团公司从事的从事 AI 具身家庭机器人系统的研发、生产和销售。
- 1.21 **合格的首次公开发行：** 指受限于本协议第 4.1 条的批准程序，公司（或因公司重组而建立并实际控制公司在重组前的全部业务及享有全部经济利益的其他公司或实体或公司的母公司，且投资者在该其他公司或实体或公司的母公司中持股比例与重组前该投资者在公司中持股比例保持不变，下同）在合格资本市场（指上海证券交易所、深圳证券交易所、香港联合证券交易所、纽约证券交易所、纳斯达克或其他根据本协议第 4.1 条恰当批准的境内外证券交易所，但不包括全国中小企业股份转让系统（新三板）以及其他场外交易市场）完成向一般公众首次公开发行股票及公司股票上市交易。

2. 信息权和检查权

2.1 信息权

投资者享有《中华人民共和国公司法》规定的有关股东查阅集团公司财务记录、文件和其他资料的权利。此外，公司还应当向投资者提供如下资料 and 文件：

- 2.1.1 每一月度结束后的 45 日内，提供该月管理账目，包括但不限于利润表、资产负债表和现金流量表；
- 2.1.2 每个季度结束后 45 日内提供该季度管理账目，包括但不限于利润表、资产负债表和现金流量表；
- 2.1.3 每一财务年度结束后的 45 日内，提供该年度合并管理账；
- 2.1.4 每一财务年度结束后的 120 日内，提供由多数投资者合理认可的会计师事务所出具的该年度经审计的合并财务报表；
- 2.1.5 每一财务年度 2 月 28 日前，提交经董事会批准的本年度的业务计划、合并年度预算以及预测的合并年度财务报表；
- 2.1.6 集团公司或创始股东提供给投资者之外的任何股东的、涉及或可能涉及股东利益的所有文件和资料的复印件；及
- 2.1.7 经其书面要求，投资者合理要求的其他信息和资料。

上述每份财务报表均应包括资产负债表、损益表及现金流量表，按中国企业会计准则、US GAAP 及/或 IFRS 准备，并应按照多数投资者要求的格式说明集团公司在相关财务期间的经营状况（包括与年度预算的差异）。

如下所述的事件产生时，公司应当及时向投资者披露，说明事件的起因、目前的状态和可能产生的影响。前款所称须及时披露的事件包括：

- (1) 公司发生未能清偿到期重大债务的违约情况，或者发生大额赔偿责任；
- (2) 公司因经营方针和经营范围的重大变化或其他原因发生重大亏损或者重大损失；
- (3) 公司的董事、总经理/首席执行官(CEO)或财务总监(CFO)发生变动；或者董事长、总经理/首席执行官(CEO)或财务总监(CFO)无法履行职责；
- (4) 集团公司发生重大诉讼仲裁案件，或被进入司法执行阶段；
- (5) 集团公司出现与业绩真实性相关的重大不利舆情。

公司应根据 Brizan 的合理要求，向其提供有关公司及其在香港开展业务的进展、举措和实施情况的信息，信息的格式应符合 Brizan 的要求，提交的时间间隔和时限由 Brizan 酌情确定。

本第 2.1 条约定的信息权将在集团公司完成合格的首次公开发行后终止。

2.2 检查权

投资者有权就公司的经营向管理层提出建议并与之进行商讨。

只要投资者持有公司股权，投资者有权在正常工作时间内，经提前 10 个工作日向公司发出合理通知，检查集团公司的设施、场所、记录和账簿，并有权与集团公司的任何董事、管理人员、员工、会计师、法律顾问、财务顾问、投行中介等讨论公司的业务和经营状况。若高瓴资本、源码资本、Ventech、达晨创投、国调创新或 Brizan 认为有必要，其有权自行承担成本并要求对集团公司进行每年不超过一次的独立审计，公司及创始人应予以配合；如经前述审计发现集团公司存在财务造假等重大不诚信情形，公司及创始人应于 20 个工作日内或投资者另行书面同意的期限内完成整改且整改结果令投资者满意，此外，公司还应承担该次审计费用。

3. 董事会

3.1 董事会的组成

公司的董事会由 9 名董事组成，其中 1 名董事由松山湖研究院委派（“松山湖研究院董事”），1 名董事由 Brizan 委派（“Brizan 董事”与松山湖研究院董事合称“投资者董事”，分别称“各投资者董事”），3 名为独立董事，将在公司上市之日开始履行职务，其余 4 名董事由多数创始人（指合计持有公司股权超过所有创始人持有公司股权 50%的创始人）委派。每一股东均承诺其将采取所有必需的措施以确保公司的董事会依上述规定组成，包括但不限于通过相关的股东会决议。非经有权委派该等董事的股东书面同意，公司与各股东不得以任何方式撤换

该等董事。

松山湖研究院、Brizan 分别有权要求在卧安科技（深圳）有限公司、WOAN TECHNOLOGY LIMITED（卧安科技有限公司）、Wonderlabs, Inc.（“美国公司”）、WONDERLABS LIMITED（万德创新科技有限公司）（“香港公司”）委派一名董事。

本协议签署后，若集团公司发生的以下任一事件（以孰早出现为准），(1)公司的发行上市申请被撤回、否决、终止审查或驳回；(2)股份公司的发起人协议签署之日起九（9）个月内公司未提交上市申请，或公司上市申请（含重新提交的申请）失效后三个月内未重新提交上市申请的；(3)股份公司的发起人协议签署之日起十五（15）个月内公司未完成上市，则第 3.1 条第一款董事会组成部分应修订为：“公司的董事会由 11 名董事组成，其中 1 名董事由松山湖研究院委派（“松山湖研究院董事”），1 名董事由 Brizan 委派（“Brizan 董事”），1 名董事由源码资本委派（“源码董事”），1 名董事由高瓴资本委派（“高瓴董事”），1 名董事由达晨创投委派（“达晨董事”，与松山湖研究院董事、Brizan 董事、源码董事、高瓴董事合称“投资者董事”，分别称“各投资者董事”），其余 6 名董事由多数创始人（指合计持有公司股权超过所有创始人持有公司股权 50%的创始人）委派。”

3.2 董事任期

每位董事的每届任期为 3 年，经其原委派股东重新提名并经股东会按照本协议约定投票选举可以连任。每一股东均可随时免除其委派的任何董事的职务并委派继任董事，继任董事的任期为被替换董事的剩余任期。更换董事时，每一股东须向其他股东及公司发出更换董事的书面通知。每一股东均同意其将投票同意该等更换。公司应就此项变更依法向市场监督管理部门办理相应的变更登记手续。

3.3 董事会议事规则

3.3.1 董事会会议应按照相关法律与公司章程的规定召集与表决。

3.3.2 董事会应当至少每季度召开一次会议。

3.3.3 出席董事会会议的法定人数均应包括至少过半数的董事（且其中须包括投资者董事）。在公司按照相关法律与公司章程的规定发出董事会会议通知的前提下，如果投资者董事未出席董事会会议，则该董事会会议应延后 5 个工作日在相同的时间和地点举行，如果该等延期的董事会会议中仍有投资者董事未能出席，则以出席该董事会会议的董事人数为法定人数，但是该董事会会议不得审议原定举行的董事会会议已拟定议程以外的任何其他议题。

3.3.4 在董事会会议上，每一董事享有一票表决权。在适用法律许可的范围内，任何董事可授权另一董事参加董事会会议并在授权范围内代表该董事表

决。董事会的任何决议均应由全体董事过半数表决赞成方可做出，但本协议第 4.2 条另有约定的除外。任何董事均可提出议案在董事会会议上进行表决，但董事会不得就任何未在该次会议议程中载明的任何事项做出决议。

3.4 投资者董事补偿条款

公司同意，对于投资者董事因参与集团公司的事务而遭受或可能遭受的任何索赔、责任或开支，集团公司应在适用法律允许的最大限度内给予补偿以使其免受任何损失，除非有证据证明该等索赔、责任或开支是由于该投资者董事的故意或重大过失所引起。

4. 保护性条款

4.1 集团公司与各股东在此承诺，非经过多数投资者书面同意，或在股东会会议上表决赞成，任何集团公司均不得从事或进行下列任何事项，集团公司的股东会亦不得批准该等事项：

4.1.1 任何集团公司章程的任何修订；

4.1.2 增加或者减少任何集团公司的注册资本，发行、偿付或回购任何可转换为或可交换为集团公司任何股权的任何债权或债务，发行、授予或行使任何股权认购权、期权，或进行任何其他可能导致投资者在集团公司的持股比例被稀释或减少的行为（投资者按照本协议约定行使反稀释权、回购权等权益的除外）；

4.1.3 回购或者赎回集团公司的任何股权（投资者按照本协议约定行使回购权的除外）；

4.1.4 集团公司分立、与任何实体合并，或者通过任何单个交易或一系列相关交易出售全部或实质上全部资产或业务，或者将集团公司的全部或者实质上全部知识产权对外排他或独家许可，或者采取任何导致创始股东对集团公司的控制权发生变化的行动；

4.1.5 任何集团公司终止、清算、解散或宣告破产或任一集团公司发生视同清算事件；

4.1.6 变更任何集团公司的公司形式；

4.1.7 集团公司进行任何形式的后续股权融资（包括该等融资的任何条款或条件以及投资人的选定）；

4.1.8 增加或减少董事人数，或对任何集团公司董事会结构的其他变更（股东变更各自委派的董事人选除外）；

4.1.9 重大变更任何集团公司的主营业务，或从事与任何与届时的主营业务实质不同的新业务；

4.1.10 集团公司宣派或支付股息（包括以派发股息、公积金转为注册资本或者其他形式进行利润分配）；

4.1.11 任何将改变或变更任何股东的权利、义务或责任，或稀释任何股东的所有权比例的任何诉讼或决议；

4.1.12 任一集团公司证券的公开发行或其他上市行为的时间、地点及价格。

除本协议另有约定外，本第 4.1 条所约定的针对修改公司章程、增加或者减少注册资本的决议，以及公司合并、分立、解散或者变更公司形式的决议需经代表三分之二（2/3）以上表决权的股东同意（且应当包括多数投资者的同意）方可通过，本第 4.1 条所约定的其他事项须经代表二分之一（1/2）以上表决权的股东同意（且应当包括多数投资者的同意）方可通过。

4.2 集团公司与各股东在此承诺，则非经过各投资者董事事先书面同意（包括但不限于以电子邮件形式同意），或者各投资者董事在董事会会议上表决赞成，任何集团公司均不得从事或进行下列任何事项，集团公司的董事会亦不得批准该等事项（尽管有前述约定，就第 4.2.1 及 4.2.2 所审议事项，无须经过各投资者董事先同意，仅需董事会多数通过）：

4.2.1 审议通过或修改集团公司的年度预算和业务计划，以及后续产生的重大差异；

4.2.2 对集团公司的总经理/首席执行官(CEO)、首席运营官(COO)首席财务官(或者在无首席财务官的情况下，履行首席财务官职责的人员)的聘用、解聘及决定其薪酬安排；

4.2.3 集团公司的任何 5 名薪酬最高的公司雇员在连续 12 个月内的累计薪资提高 40%以上；

4.2.4 修改或者终止现有员工期权计划（定义见下文）或者批准新的股权激励计划（包括员工期权计划）；

4.2.5 集团公司对外投资设立子公司（包括全资子公司及参股子公司）且集团公司的出资额/承诺出资额超过人民币 200 万元；或对任何其他公司、合伙、信托、联营项目或者其他实体进行超过人民币 200 万元的股权投资或证券投资；收购兼并其他企业；为集团公司以外的其他公司建立品牌；

4.2.6 集团公司年度预算外发生的单笔或累计超过人民币 400 万元的银行或其他金融机构或非金融机构贷款；

4.2.7 除租赁办公室外，任何公司对任何不动产的任何利益的收购（以购买方式或其他方式）；

- 4.2.8 集团公司与创始股东、董事、高级管理人员、员工或者前述人员的关联方在任何一个会计年度内进行的非常规性的任何关联交易；或总价值超过 25,000 美元的单一或一系列交易；
- 4.2.9 集团公司向任何创始股东、董事、高级管理人员或员工提供贷款，但因集团公司日常经营业务向员工提供的预支款项除外；
- 4.2.10 为集团公司以外的任何第三方提供贷款或其他形式的融资，或为集团公司外的任何第三方的债务提供任何担保（包括由任一集团公司作为担保人或要求其担保资产）；
- 4.2.11 聘任或解聘对集团公司财务报表进行审计的会计师事务所，或者对集团公司的会计政策进行变更；
- 4.2.12 出售、转让、排他或独家许可他人使用或者以其他方式处置集团公司的专利、商标或其他核心知识产权，或在该等知识产权上设置任何质押或第三方权利；
- 4.2.13 在集团公司全部或部分业务、资产或权益上设置担保权益、留置权或其他权利负担；但不包括集团公司因日常业务经营与商业保理公司发生的且符合法律规定的应收账款质押；
- 4.2.14 直接或间接地出售、质押、转让、处分或稀释公司在任何其他集团公司当中的利益（为免疑义，境外子公司重组（定义见 B+轮融资协议）完成前，公司应视为持有香港公司及美国公司 100% 的权益）；
- 4.2.15 和解任何导致公司对外支出超过 100 万人民币的重大诉讼或仲裁。

5. 优先认购权和反稀释

- 5.1 就公司的新增注册资本（包括任何可以转换为公司注册资本的权利），各投资者（“**优先认购权人**”）有权按照本第 5.1 条的规定行使优先认购权。
 - 5.1.1 如果公司拟增加注册资本，公司应向各优先认购权人发出认股通知（“**增资通知**”），载明拟新增注册资本的数量、类型、价格、拟认购该等新增注册资本的第三方及其他情况。
 - 5.1.2 各优先认购权人有权在收到增资通知后的 20 日内（“**优先认购期限**”），按其届时持有公司的股权比例以增资通知中载明的拟新增注册资本的价格认购该等拟新增注册资本（“**优先认购额度**”）。
 - 5.1.3 如果任何优先认购权人在优先认购期限内未认购或未完全认购其优先认购额度，则公司应当首次认购期限届满后 5 日内通知（“**二次认购通知**”）完全认购了其优先认购额度的优先认购权人（如有），剩余的拟新增注册资本可由完全认购了其优先认购额度的优先认购权人按照其相对的持有公司股权比例认购，直至该等剩余的拟新增注册资本被该等优先认购权人

全部认购或不再有优先认购权人认购该等剩余的拟新增注册资本。如完全认购了其优先认购额度的投资者根据二次认购通知要求认购的股权数超过剩余拟新增注册资本数，则各完全认购了其认购额度的优先认购权人第二次认购剩余拟新增注册资本数应自动调整为以下较小的值：（i）该完全认购了其认购额度的优先认购权人要求认购的剩余拟新增注册资本数；或（ii）剩余拟新增注册资本数乘以一个比值，比值的分子为完全认购了其认购额度的优先认购权人在增资通知之前持有的公司注册资本，比值的分母为全体完全认购了其认购额度的优先认购权人在增资通知之前持有的公司注册资本总和。前述行为应在二次认购通知发出后 5 日内完成或确认。

5.1.4 如果各优先认购权人在本第 5.1 条规定的上述期限内未就拟新增注册资本行使优先认购权或未能认购全部的拟新增注册资本，则公司有权在相应的认购期限届满后的 60 日内，以不优于增资通知中载明的条件向增资通知中载明的第三方出售剩余的拟新增注册资本。如果在上述 60 日内，公司未能完成向该第三方出售剩余的拟新增注册资本，则就任何其后出售的新增注册资本，公司应继续按本第 5.1 条的规定重新履行各股东行使优先认购权的程序。

5.1.5 就各投资者行使其优先认购权认购的新增注册资本，各投资者应在其书面通知公司将行使优先认购权（包括二次认购）后 20 个工作日内与公司签署认购协议并按协议约定支付相关的认购款项。

5.1.6 公司其他股东同意放弃就公司的新增注册资本所享有的法定或合同规定的优先认购权。

5.1.7 为避免疑义，上述优先认购权不适用于：1）公司根据现有的股权激励计划发行的股权或股份，以及公司根据本协议约定的批准程序向员工持股实体（或公司后续设立的其他持有激励股权的实体）发行的股权或股份；2）投资者根据下述第 5.2 条行使反稀释权而要求公司增发的股权；3）公司在合格的首次公开发行时发行的股权；4）公司进行资本公积金转增注册资本、拆股或类似事项。

5.2 反稀释条款

5.2.1 在公司拟增加注册资本的情况下（包括增资、发行可转换债或认股权等各种形式），除应遵守本协议第 4.1 条与第 5.1 条的规定外，每一元新增注册资本的认购价格（以下简称“**每股新价格**”）不得低于适用于投资者的每股原价格。

如果公司拟增加注册资本，且该注册资本的每一元注册资本价格低于适用于某一投资者的每股原价格，则该投资者有权选择以书面通知公司和创始股东的形式要求公司无偿或以法律允许的最低价格向该投资者发行新增注册资本（“**额外注册资本**”），具体公式如下：

$N=A \times (B + C) \div (B + D) - A$; 其中:

N 为额外注册资本;

A 为该投资者届时持有的注册资本;

B 为公司届时的注册资本总额;

C 为在新投资者以每股新价格认购公司新增注册资本的情况下, 所能认购的注册资本金额, 即新投资者支付的总认购价款除以每股新价格的金额;

D 为在新投资者以该投资者届时适用的每股原价格认购公司新增注册资本的情况下, 所能认购的注册资本金额, 即新投资者支付的总认购价款除以每股原价格的金额。

5.2.2 公司应在收到触发反稀释的投资者上述通知后 5 日内, 按照该投资者要求的形式与该投资者签订相关法律文件、通过相关决议并采取一切必要的措施, 以实现在该等文件签署后 15 个工作日内完成相关的工商变更登记, 因此产生的任何税费均由公司承担。为免疑义, 公司在收到投资者支付的任何对价(如有)的 5 日内, 应以投资者认可的合理合法的方式将该等对价返还投资者。

5.2.3 除触发反稀释的投资者之外的其他股东同意为该等触发反稀释的投资者行使反稀释权提供必要的配合, 包括但不限于在各类股东会与董事会上就此事项投赞成票、签署各类必要决议与文件、放弃任何形式的优先认购权、优先购买权等。

5.2.4 为避免疑义, 上述反稀释条款不适用于公司为按照本协议规定程序批准的员工期权计划或股权激励计划而增发的股权。

6. 股权转让

6.1 转让限制

各方同意, 自 Pre-IPO 轮交割日起, 创始股东有权累计转让其持有的公司不超过 Pre-IPO 轮交割日公司 0.5% 的股权(对应公司 12,648.5 元注册资本, 简称“**转股例外情形**”), 且无需遵守本协议第 6.2 条、第 6.3 条的规定。除此之外, 未经多数投资者及达晨创投同意和 Brizan 书面同意并遵守本协议第 6.2 条、第 6.3 条的规定, 任何创始股东(“**售股股东**”)不得在合格的首次公开发行之前直接或间接转让、质押或以其他方式处分其持有的任何公司股权, 或在其持有的任何公司股权上设置权利负担。为免疑义, 本条款的转让限制不受限于《公司法》第 71 条规定的制约, 即如售股股东拟转让其所持有的公司股权, 并就其股权转让事项书面通知多数投资者、达晨创投及 Brizan 征求同意, 多数投资者及/或达晨创投及/或 Brizan 自接到书面通知之日起满 30 日未答复的, 不应被视为同意转让; 多数投资者及/或达晨创投及/或 Brizan 不同意转让的, 其无义务购买售股股东拟转让的股权, 且其拒绝购买售股股东拟转让的股权不应被视为同意转让。售股股东

同意其不得以《公司法》第 71 条的规定抗辩多数投资者、达晨创投及 Brizan 在本条款项下的权利。

6.2 优先购买权

- 6.2.1 在满足本协议第 6.1 条约定的情况下，售股股东拟转让公司股权的，除本协议第 6.1 条规定情况外，其应在完成该等股权转让前给予各投资者事先书面通知（“**售股通知**”），列明该售股股东拟转让的股权（“**待售股权**”）的数额、价格、其他重要交易条件以及拟受让方的名称等情况。
- 6.2.2 售股股东在此无条件且不可撤销地授予各投资者（包括其关联方及继受人和受让人）基于本第 6.2 条的规定，按照售股通知所列明价格及其他重要交易条件，按各投资者持有的公司股权的相对比例优先购买全部或任何部分待售股权的权利。为行使其优先购买权，各投资者应在收到售股通知后 20 日内（“**优先购买权期限**”）向售股股东及公司发出书面行权通知，该通知应列明该投资者拟购买的待售股权的数量。
- 6.2.3 若任何投资者未在优先购买权期限内发出行权通知，或仅购买部分其有权购买的待售股权，则售股股东应在优先购买权期限届满后 5 日内向已经购买了其全部有权购买的待售股权的投资者（“**完全行权投资者**”）另行发出书面通知，列明待售股权的数额、价格（须与售股通知所载价格一致）、其他重要交易条件（须与售股通知所载条件一致）、拟受让方的名称、投资者已行使优先购买权的情况以及可由完全行权投资者购买的剩余待售股权的数量。完全行权投资者有权在收到该等通知后的 20 日内（“**超额优先购买权期限**”）向售股股东发出行权通知，该通知应列明该完全行权投资者拟购买的剩余待售股权的数量。
- 6.2.4 优先购买权期限或超额优先购买权期限（视具体情形而定）届满后 10 日内，售股股东应向全体股东及公司发出确认通知（“**确认通知**”），列明前述优先购买权的行使情况、仍剩余的待售股权数量等信息。
- 6.2.5 就各投资者行使其优先购买权认购的待售股权，各投资者应分别在其行使优先购买权（包括超额优先购买权）后 20 个工作日内与售股股东签署股权转让协议并按协议约定向售股股东支付相关的购买款项。
- 6.2.6 若售股股东拟出售的待售股权未被投资者按照本第 6.2 条的上述规定全部购买，则剩余的待售股权的出售应按照下述第 6.3 条的规定进行。
- 6.2.7 虽有前述规定，各方均确认并同意，各投资者有权在书面通知公司的前提下，将其所持全部或部分公司股权转让给其所指定的第三方，其他股东同意放弃所有其所享有的法定及本协议项下约定的优先购买权并应予配合。

6.3 共同出售权

- 6.3.1 除本协议第 6.1 条规定情况外，如果在履行完上述第 6.2 条规定的优先购

买权程序后，仍有售股股东拟出售的待售股权未被认购，并在此后拟出售予拟受让人（“**附共同出售权的待售股权**”），则未根据第 6.2 条的规定行使优先购买权的投资者有权按照其共同出售权比例（见下文定义），并以售股通知中规定的价格与条件与售股股东一起向拟受让人出售其所持有的股权，但选择行使上述权利的投资者（“**出售投资者**”）参与共同出售的股权不应超过附共同出售权的待售股权总数与其共同出售权比例之乘积。前述“**共同出售权比例**”系指某一出售投资者所持全部的公司股权占所有出售投资者与售股股东所持全部的公司股权之和（应减去售股股东已因其他股东行使优先购买权而减少的股权）的比例。在出售投资者行使共同出售权的情况下，售股股东可向拟受让方出售的待售股权的数量应相应减少。

6.3.2 为行使上述共同出售权，各出售投资者应在收到确认通知后的 20 日内（“**共同出售期限**”）向售股股东发出共同出售的书面通知，列明其在本第 6.3 条项下拟参与共同出售的股权数额。

6.3.3 售股股东向拟受让人进行的剩余待售股权出售及各出售投资者根据上述规定参与的共同出售，应在共同出售期限届满后 20 日内完成。

6.3.4 待售股权的拟受让人应直接向各出售投资者支付出售投资者因行使共同出售权所应取得的转让价款。如拟受让人拒绝从任何出售投资者购买其共同出售的股权，则售股股东不得向该拟受让人出售任何待售股权，除非在出售待售股权的同时，该售股股东依据售股通知列明的价格与条件自该出售投资者购买共同出售权下的全部股权。

6.4 待售股权的转让

就履行完上述第 6.2 条与第 6.3 条规定的程序后售股股东有权转让的待售股权，售股股东应在发出售股通知后 120 日内，按照不低于售股通知中列明的价格与条件向拟受让方转让。任何在该 120 日内未完成的转让，或与售股通知中列明的价格与条件有重大差异的转让，均应重新按照本第 6 条的规定处理。

6.5 例外情况

为避免疑义，上述第 6.1 条、第 6.2 条与第 6.3 条的规定不适用于根据本协议第 8 条规定进行的触发收购，亦不适用转股例外情形。

7. 领售权

7.1 自 Pre-IPO 轮交割日起 3 周年后，如有收到任何关于收购公司全部或大部分已发行股份或全部或实质性全部公司资产或业务的要约，且该等收购中公司整体估值不低于 10 亿美元的（“**领售事件**”），则多数投资者（以下称“**领售股东**”）有权发出书面通知（“**领售通知**”）要求公司其他股东出售其全部或部分股份。

7.2 则其他股东（“**被领售人**”）应采取一切行动在收到领售通知后的一个月內配合

完成领售交易，包括但不限于按领售交易的条款和条件，出售或转让其持有的全部或部分公司股权，或批准同意集团公司出售其全部或实质性全部的资产或业务。为实现领售交易，各方应当在公司股东会 and/或董事会上投赞成票通过出售公司股权和/或集团公司资产的决议、签署相关股权/资产转让合同、办理相关工商变更手续等。创始股东在同等条件下享有对公司股权和资产的优先购买权。

- 7.3 若任何被领售人不同意领售交易，则领售权人有权要求该被领售人按照领售交易中第三方同意的价格、条款及条件在前述期限届满后的二个月内收购领售权人所持有的全部公司股权。为免疑义，(i)第 6 条所规定的股权转让限制不适用于本第 7 条规定的领售权人批准的领售交易；(ii)本第 7 条规定的领售交易中所得任何对价应当按照第 10 条约定分配。

8. 员工激励

各方认可，员工持股实体持有公司人民币 20.8333 万元的注册资本系集团公司为激励符合要求的高级管理人员、员工和顾问而预留的期权池（“期权池”）。集团公司应执行公司现有员工股权激励计划（“现有员工期权计划”）。

9. 回购权

9.1 回购权

集团公司发生的以下任一事件将被视为回购事件（“回购事件”）：（1）i. 集团公司在 2025 年 12 月 31 日前完成合格的首次公开发行申报并获受理，但未在 Pre-IPO 轮交割日后第 3 个周年日前完成合格的首次公开发行；或，ii. 集团公司未能在 2025 年 12 月 31 日前完成合格的首次公开发行申报并获受理，并且又未能在投资者投资 B+轮次交割日后 5 年内（即 2027 年 4 月 7 日前）完成合格的首次公开发行；（2）创始人在任职期间操纵公司对投资者进行财务造假/向投资者提供重大虚假财务资料、发生职务侵占/任何方式侵占或转移集团公司资产、违反本协议第 12 条竞业禁止承诺，或因刑事犯罪被判处一年及以上的刑罚导致集团公司无法持续经营的情形，且无法得到纠正或整改的；或在可以纠正或整改的情形下，未能在投资者发出书面通知之日起的 30 个工作日内予以补救；（3）集团公司严重违反交易文件或适用法律法规无法得到纠正或整改的；或在可以纠正或整改的情形下，未能在投资者发出书面通知之日起的 30 个工作日内予以补救并给投资者造成重大损失；（4）创始股东丧失对公司的控制；（5）任何其他投资者根据有约束力的法律文件要求回购其持有的全部或部分股权；（6）公司被托管或进入清算或破产程序；各投资者有权在此后的任何时间不时地向集团公司发出书面通知（“回购通知”），要求集团公司按照各投资者适用的约定价格（见下文定义）回购该投资者（“要求回购投资者”）所持有的公司的全部或部分股权（“回购股权”）。

9.2 约定价格

9.2.1 就 Pre-IPO 轮投资者而言，本第 9.2 条所述的约定价格（“Pre-IPO 轮回购价格”）系指以下三者孰高：

(a) 按照以下公式计算出的金额：

$$A \times P \times (1+8\%)^N + B; \text{ 其中}$$

A 为该 Pre-IPO 轮投资者要求回购的 Pre-IPO 轮股权所代表的注册资本额；

P 为该 Pre-IPO 轮投资者持有的 Pre-IPO 轮股权对应的每股原价格；

N 为自该 Pre-IPO 轮投资者向公司/创始人实际缴付相应 Pre-IPO 轮投资款之日直至回购完成之日（指该 Pre-IPO 轮投资者收到全部 Pre-IPO 轮回购价格之日）的天数除以 365 所得的数字；

B 为公司就该 Pre-IPO 轮投资者要求回购的 Pre-IPO 轮股权已宣布但未分配的利润。

(b) 由 Pre-IPO 轮投资者和集团公司共同认可的独立第三方评估机构评估的 Pre-IPO 轮投资者回购股权的市场公允价格。

(c) 经审计的按股份比例的净资产价值。

9.2.2 就 B+轮投资者而言，本第 9.2 条所述的约定价格（“**B+轮回购价格**”）系指以下二者孰高：

(a) 按照以下公式计算出的金额：

$$A1 \times P1 \times (1+8\%)^{N1} + B1; \text{ 其中}$$

A1 为该 B+轮投资者要求回购的 B+轮股权所代表的注册资本额；

P1 为该 B+轮投资者持有的 B+轮股权对应的每股原价格；

N1 为自该 B+轮投资者向公司实际缴付相应 B+轮投资款之日（为免疑义，就达晨创赢而言，以达晨财智向公司实际缴付 B+轮投资款之日为准）直至回购完成之日（指该 B+轮投资者收到全部 B+轮回购价格之日）的天数除以 365 所得的数字；

B1 为公司就该 B+轮投资者要求回购的 B+轮股权已宣布但未分配的利润。

(b) 由 B+轮投资者和集团公司共同认可的独立第三方评估机构评估的 B+轮投资者回购股权的市场公允价格。

9.2.3 就 B 轮投资者而言，本第 9.2 条所述的约定价格（“**B 轮回购价格**”）系指以下二者孰高：

(a) 按照以下公式计算出的金额：

$A2 \times P2 \times (1+8\%)^{N2} + B2$; 其中

A2 为该 B 轮投资者要求回购股权所代表的注册资本额;

P2 为该 B 轮投资者持有的 B 轮股权对应的每股原价格;

N2 为自该 B 轮投资者向公司实际缴付相应 B 轮投资款之日（为免疑义，就 Brizan 而言，以吴曦向公司实际缴付 B 轮投资款之日为准）直至回购完成之日（指该 B 轮投资者收到全部 B 轮回购价格之日）的天数除以 365 所得的数字;

B2 为公司就该 B 轮投资者要求回购股权已宣布但未分配的利润。

(b) 由 B 轮投资者和集团公司共同认可的独立第三方评估机构评估的 B 轮投资者回购股权的市场公允价格。

9.2.4 就 A+轮投资者而言，本第 9.2 条所述的约定价格（“**A+轮回购价格**”）系指以下二者孰高：

(a) 按照以下公式计算出的金额：

$A3 \times P3 \times (1+8\%)^{N3} + B3$; 其中

A3 为该 A+轮投资者要求回购股权所代表的注册资本额;

P3 为该 A+轮投资者持有的 A+轮股权对应的每股原价格;

N3 为自该 A+轮投资者向公司实际缴付相应 A+轮投资款之日直至回购完成之日（指该 A+轮投资者收到全部 A+轮回购价格之日）的天数除以 365 所得的数字;

B3 为公司就该 A+轮投资者要求回购股权已宣布但未分配的利润。

(b) 由 A+轮投资者和集团公司共同认可的独立第三方评估机构评估的 A+轮投资者回购股权的市场公允价格。

9.2.5 就 A 轮投资者而言，本第 9.2 条所述的约定价格（“**A 轮回购价格**”）系按照以下公式计算出的金额：

$A4 \times P4 \times (1+8\%)^{N4} + B4$; 其中

A4 为该 A 轮投资者要求回购股权所代表的注册资本额;

P4 为该 A 轮投资者持有的 A 轮股权对应的每股原价格;

N4 为自该 A 轮投资者向公司实际缴付相应 A 轮投资款之日（为免疑义，就 Brizan 而言，以吴曦向公司实际缴付 A 轮投资款之日为准）直至回购完成之

日（指该 A 轮投资者收到全部 A 轮回购价格之日）的天数除以 365 所得的数字；

B4 为公司就该 A 轮投资者要求回购股权已宣布但未分配的利润。

9.2.6 就 Pre-A 轮投资者而言，本第 9.2 条所述的约定价格（“**Pre-A 轮回购价格**”）系按照以下公式计算出的金额：

$A5 \times P5 \times (1+8\%)^{N5} + B5$ ；其中

A5 为该 Pre-A 轮投资者要求回购股权所代表的注册资本额；

P5 为该 Pre-A 轮投资者持有的 Pre-A 轮股权对应的每股原价格；

N5 为自该 Pre-A 轮投资者向公司实际缴付相应 Pre-A 轮投资款之日（为免疑义，就 Brizan 而言，以吴曦向公司实际缴付 Pre-A 轮投资款之日为准）直至回购完成之日（指该 Pre-A 轮投资者收到全部 Pre-A 轮回购价格之日）的天数除以 365 所得的数字；

B5 为公司就该 Pre-A 轮投资者要求回购股权已宣布但未分配的利润。

9.2.7 就天使轮投资者而言，本第 9.2 条所述的约定价格（“**天使轮回购价格**”）系指以下二者孰高：

(a) 按照以下公式计算出的金额：

$A6 \times P6 \times (1+10\% \times N6) - B6$ ；其中

A6 为该天使轮投资者要求回购股权所代表的注册资本额；

P6 为该天使轮投资者持有的天使轮股权对应的每股原价格；

N6 为自该天使轮投资者向公司或股权转让方实际缴付相应天使轮投资款之日（为免疑义，就 Brizan 而言，以启赋向公司实际缴付天使轮投资款之日为准）直至回购完成之日（指该天使轮投资者收到全部天使轮回购价格之日）的天数除以 365 所得的数字；

B6 为公司就该天使轮投资者要求回购股权已支付的税后股利。

(b) 由天使轮投资者和集团公司共同认可的独立第三方评估机构评估的天使轮投资者回购股权的市场公允价格。

9.3 回购程序

9.3.1 若任何投资者在集团公司发生回购事件后书面向集团公司发出回购通知，集团公司应当在收到该等回购通知后 5 日内通知其他投资者，并在收到回

购通知后的 90 日内（“**回购期限**”）支付约定价格。

9.3.2 如果集团公司届时全部资金不足以向投资者全额支付约定价格，则：

- (a) 首先，集团公司应回购 Pre-IPO 轮投资者要求被回购的 Pre-IPO 轮股权并向 Pre-IPO 轮投资者支付对应的 Pre-IPO 轮回购价格，如该等资金不足以全额支付 Pre-IPO 轮回购价格，则应根据要求回购的各 Pre-IPO 轮投资者届时要求回购的 Pre-IPO 轮股权应取得的 Pre-IPO 轮回购价格之间的相对比例向各 Pre-IPO 轮投资者支付 Pre-IPO 轮回购价格；
- (b) 其次，集团公司应回购 B+轮投资者要求被回购的 B+轮股权并向 B+轮投资者支付对应的 B+轮回购价格，如该等资金不足以全额支付 B+轮回购价格，则应根据要求回购的各 B+轮投资者届时要求回购的 B+轮股权应取得的 B+轮回购价格之间的相对比例向各 B+轮投资者支付 B+轮回购价格；
- (c) 再次，该等资金在向 B+轮投资者支付全部 B+轮回购价格后，剩余部分（如有）应用于回购 B 轮投资者要求被回购的 B 轮股权并向 B 轮投资者支付对应的 B 轮回购价格，如该等资金不足以全额支付 B 轮回购价格，则应根据要求回购的各 B 轮投资者届时要求回购的 B 轮股权应取得的 B 轮回购价格之间的相对比例向各 B 轮投资者支付 B 轮回购价格；
- (d) 此后，该等资金在向 B 轮投资者支付全部 B 轮回购价格后，剩余部分（如有）应用于回购 A+轮投资者要求被回购的 A+轮股权并向 A+轮投资者支付对应的 A+轮回购价格，如该等资金不足以全额支付 A+轮回购价格，则应根据要求回购的各 A+轮投资者届时要求回购的 A+轮股权应取得的 A+轮回购价格之间的相对比例向各 A+轮投资者支付 A+轮回购价格；
- (e) 此后，该等资金在向 A+轮投资者支付全部 A+轮回购价格后，剩余部分（如有）应用于回购 A 轮投资者要求被回购的 A 轮股权并向 A 轮投资者支付对应的 A 轮回购价格，如该等资金不足以全额支付 A 轮回购价格，则应根据要求回购的各 A 轮投资者届时要求回购的 A 轮股权应取得的 A 轮回购价格之间的相对比例向各 A 轮投资者支付 A 轮回购价格；
- (f) 此后，该等资金在向 A 轮投资者支付全部 A 轮回购价格后，剩余部分（如有）应用于回购 Pre-A 轮投资者要求被回购的 Pre-A 轮股权并向 Pre-A 轮投资者支付对应的 Pre-A 轮回购价格，如该等资金不足以全额支付 Pre-A 轮回购价格，则应根据要求回购的各 Pre-A 轮投资者届时要求回购的 Pre-A 轮股权应取得的 Pre-A 轮回购价格之间的相对比例向各 Pre-A 轮投资者支付 Pre-A 轮回购价格；

(g) 最后，该等资金在向 A 轮投资者支付全部 A 轮回购价格及向 Pre-A 轮投资者支付全部 Pre-A 轮回购价格后，剩余部分（如有）应用于回购天使轮投资者要求被回购的天使轮股权及向要求回购的天使轮投资者相应支付全部天使轮回购价格，如该等资金不足以全额支付天使轮回购价格，则应根据要求回购的各天使轮投资者届时要求回购的天使轮股权应取得的天使轮回购价格之间的相对比例向各天使轮投资者支付天使轮回购价格。

9.3.3 若届时法律不支持公司回购投资者持有的股权，则公司应当向创始股东分配利润或者提供财务支持，使得创始股东得以按照约定价格按照第 9.2 条的约定受让各投资者的回购股权。

9.3.4 如果集团公司未能在回购期限内向任一投资者支付第 9.2 条的约定价格的全部金额，该投资者有权选择采取以下任一行动：（1）要求集团公司在具备充分的资金时清偿未支付的金额，或者（2）要求集团公司与其签署格式和内容令该投资者满意的借款合同，根据该等借款合同，集团公司应在 1 年内清偿未支付的金额以及该等金额按照每年 10% 的复利计算所得的利息，相应地，在集团公司支付完毕前述全部金额及利息的同时，集团公司有权无偿回购该投资者对应的股权或指定创始股东要求该投资者无偿将对应的股权转让给创始股东，或者（3）经过股东会同意（包括多数投资者同意），要求公司按照本协议第 10 条进行清算。

9.3.5 如集团公司未在回购期限内足额支付全部约定价格，则除上述约定外，投资者还有权就集团公司未能足额支付的约定价格，要求创始人承担补充连带回购义务，创始人以其届时直接及间接持有的集团公司股权的公允价值（公允价值由创始人及未足额收到约定价格的投资者共同认可的第三方评估机构按照共同认可的评估方式评估确定）为限承担前述补充连带回购义务。为避免疑义，除下述本第 9.3.5 条第 2 款约定的情形外，创始人无义务以其持有的集团公司股权之外的任何其他个人财产承担回购义务。

尽管有前述约定，如回购事件是因创始人故意或欺诈（具体指财务造假、提供重大虚假财务资料、通过任何方式侵占或转移集团公司资产或其他类似主观恶意侵犯集团公司利益及/或投资者利益的重大不诚信情形）导致的，创始人的回购义务不受前款上限的限制，应就集团公司未能足额支付的约定价格足额承担全部回购义务。

投资者在足额收到全部约定价格前，仍为对应公司股权的所有权人，并就其持有的未被回购的公司股权享有全部权益（包括但不限于本协议约定的各项优先权及特殊权利）。

9.4 配合义务

要求回购投资者向公司或创始股东发出回购通知后，集团公司与创始股东应全力并及时地采取下列行动，以确保要求回购投资者在本第 9 条项下的权利得以实现：

- 9.4.1 与要求回购投资者尽快签署相关协议和文件；
- 9.4.2 积极筹集资金或采取利润分配等措施，以便集团公司自身或通过创始股东支付约定价格；
- 9.4.3 采取所有必要与要求回购投资者合理要求的步骤(包括但不限于给予同意、通过决议、签署或修订其他有关文件和/或促使公司及其委派的董事采取同样的行动)；以及
- 9.4.4 采取所有必要的措施协助公司完成在有关政府部门的注册和备案（如需），并且签署在实施前述各项的过程中必须向市场监督管理部门提交的所有文件或申请。

10. 清算优先权

- 10.1 若公司发生任何清算、解散或终止情形，则按法律规定最终可分配给股东的公司财产或相关可分配资金（“**可分配资产**”），应当按照如下顺序进行分配：
 - 10.1.1 首先，依法支付清算费用、职工工资、社会保险费用和法定补偿金，缴纳所欠税款，偿还公司债务；
 - 10.1.2 在足额支付第 10.1.1 项的费用之后，应优先向 Pre-IPO 轮投资者支付一笔款项，该笔款项为相当于 Pre-IPO 轮投资者届时持有的 Pre-IPO 轮股权对应的公司注册资本金额（“**Pre-IPO 轮清算股权**”）乘以其适用的每股原价格所得的金额加上集团公司就 Pre-IPO 轮清算股权已经宣告但尚未支付的股息/红利（“**Pre-IPO 轮清算金额**”），剩余可分配资产不足的，应当在各 Pre-IPO 轮投资者之间按照各自应取得的 Pre-IPO 轮清算金额相对比例进行分配；
 - 10.1.3 在足额支付第 10.1.1 项及第 10.1.2 项的费用之后，应优先向 B+轮投资者支付一笔款项，该笔款项为相当于 B+轮投资者届时持有的 B+轮股权对应的公司注册资本金额（“**B+轮清算股权**”）乘以其适用的每股原价格所得的金额加上集团公司就 B+轮清算股权已经宣告但尚未支付的股息/红利（“**B+轮清算金额**”），剩余可分配资产不足的，应当在各 B+轮投资者之间按照各自应取得的 B+轮清算金额相对比例进行分配；
 - 10.1.4 在足额支付第 10.1.1 项、第 10.1.2 项及第 10.1.3 项的款项之后，应优先向 B 轮投资者支付一笔款项，该笔款项为相当于 B 轮投资者届时持有的公司注册资本金额（“**B 轮清算股权**”）乘以其适用的每股原价格所得的金额加上集团公司就 B 轮清算股权已经宣告但尚未支付的股息/红利（“**B 轮清算金额**”），剩余可分配资产不足的，应当在各 B 轮投资者之间按照各自应取得的 B 轮清算金额相对比例进行分配；
 - 10.1.5 在足额支付第 10.1.1 项、第 10.1.2 项、第 10.1.3 项及第 10.1.4 项的款项之后，应优先向 A+轮投资者支付一笔款项，该笔款项为相当于 A+轮投资者

届时持有的公司注册资本金额（“**A+轮清算股权**”）乘以其适用的每股原价格所得的金额加上集团公司就 A+轮清算股权已经宣告但尚未支付的股息/红利（“**A+轮清算金额**”），剩余可分配资产不足的，应当在各 A+轮投资者之间按照各自应取得的 A+轮清算金额相对比例进行分配；

10.1.6 在足额支付第 10.1.1 项、第 10.1.2 项、第 10.1.3 项、第 10.1.4 项及第 10.1.5 项的款项之后，应优先向 A 轮投资者支付一笔款项，该笔款项为相当于 A 轮投资者届时持有的公司注册资本金额（“**A 轮清算股权**”）乘以其适用的每股原价格所得的金额加上集团公司就 A 轮清算股权已经宣告但尚未支付的股息/红利（“**A 轮清算金额**”），剩余可分配资产不足的，应当在各 A 轮投资者之间按照各自应取得的 A 轮清算金额相对比例进行分配；

10.1.7 在足额支付第 10.1.1 项、第 10.1.2 项、第 10.1.3 项、第 10.1.4 项、第 10.1.5 项及第 10.1.6 项的款项之后，应优先向 Pre-A 轮投资者支付一笔款项，该笔款项为相当于 Pre-A 轮投资者届时持有的公司注册资本金额（“**Pre-A 轮清算股权**”）乘以其适用的每股原价格所得的金额按照 10% 的单利计算的金额加上集团公司就 Pre-A 轮清算股权已经宣告但尚未支付的股息/红利（“**Pre-A 轮清算金额**”），剩余可分配资产不足的，应当在 Pre-A 轮投资者之间按照各自应取得的 Pre-A 轮清算金额相对比例进行分配；

10.1.8 在足额支付第 10.1.1 项、第 10.1.2 项、第 10.1.3 项、第 10.1.4 项、第 10.1.5 项、第 10.1.6 项及第 10.1.7 项的款项之后，应向天使轮投资者支付一笔款项，该笔款项为相当于天使轮投资者届时持有的公司注册资本金额（“**天使轮清算股权**”）乘以其适用的每股原价格所得的金额按照 10% 的单利计算的金额加上集团公司就天使轮清算股权已经宣告但尚未支付的股息/红利（“**天使轮清算金额**”），剩余可分配资产不足的，应当在天使轮投资者之间按照各自应取得的天使轮清算金额相对比例进行分配；

10.1.9 最后，在足额支付第 10.1.1 项、第 10.1.2 项、第 10.1.3 项、第 10.1.4 项、第 10.1.5 项、第 10.1.6 项、第 10.1.7 项及第 10.1.8 项的款项之后，任何剩余的可分配资产应按照各股东（包括各投资者）届时在公司中的股权比例在各股东之间进行分配。

10.2 若根据届时适用法律的要求，可分配资产在支付上述第 10.1.1 项所述款项后必须按照各股东的届时的出资比例进行分配，则各股东应按其之间的相对出资比例对相应投资者进行补偿，以保证相应投资者可以获得根据本协议第 10 条取得的应得款项。前述各股东的补偿义务以其届时实际获得的分配款项为限。

10.3 若发生任何视同清算事件，则公司或股东自该等事件中所获得的全部对价（“**可分配对价**”）应当适用上述第 10.1.2 条至第 10.1.9 条的分配方式。

11. 追加投资权

- 11.1 仅就 Brizan（包括通过任何继任基金和/或 Brizan 的主导有限合伙人）而言，Brizan 有权（但无义务）在签署 Pre-IPO 轮投资协议和本协议后的 12 个月内，在公司后续融资（“**新融资**”）中向公司追加投资，追加投资金额为不超过 1,200 万美元，前提是：

11.1.1 公司新融资前的估值不得超过人民币 90 亿元。

11.1.2 Brizan 可在上述 12 个月期限内通过书面通知公司行使该权利，且除非公司及 Brizan 另行书面同意，追加投资应在 Brizan 向公司发出通知后的 45 天内完成。

- 11.2 上述权利的行使须遵守适用法律和公司上市规则。为免疑义，Brizan 在本条项下的追加投资权并不限制其行使本协议约定的优先认购权，Brizan 可自由选择其认为更优条款进行，唯本条项下的追加投资权不应与优先认购权叠加行使。

12. 竞业禁止承诺

12.1 创始人的不竞争义务

每一创始人在此均向投资者承诺并保证，其将会为并将促使集团公司核心员工为集团公司投入其全部工作时间和精力，并将会尽其最大努力发展集团公司的业务并维护集团公司的利益。未经多数投资者书面同意，创始人不得在集团公司以外单独设立或者参与设立新的经营实体，不得在其他企业兼职。创始人在此均进一步向投资者承诺并保证，在其（1）直接或者间接地拥有任何集团公司股权期间或在集团公司任职期间（以较晚者为准），以及（2）该等期间结束后的 2 年内，该创始人、其家庭成员以及前述人员直接或者间接控制的任何实体，除通过集团公司之外，未经多数投资者事先书面同意，不会以自身名义或代理身份，直接或者间接地：

12.1.1 受雇于任何竞争者（包括但不限于作为竞争者的董事、高级管理人员）；

12.1.2 从事与集团公司主营业务相竞争的业务；

12.1.3 向任何竞争者进行任何形式的投资（包括但不限于，成为该竞争者的所有人、股东、实际控制人或以其他方式拥有其权益）；

12.1.4 单独设立或参与设立任何与集团公司主营业务相竞争的公司或其他商业组织；

12.1.5 与任何竞争者进行与集团公司主营业务相关的、损害集团公司利益的任何业务往来（包括但不限于成为该竞争者的业务代理、供应商或分销商）；

12.1.6 为任何竞争者提供与业务相关的任何形式的咨询或意见；

12.1.7 签署任何可能限制或损害公司从事其现有业务的协议、做出任何类似承诺

或采取其他任何类似安排；或

12.1.8 为任何竞争者的利益而从集团公司的客户、代理、供应商及/或独立承包商中招揽业务，或唆使集团公司的客户、代理、供应商及/或独立承包商终止与集团公司的合作。

本条款所述之“竞争者”系指在从事或计划从事与集团公司及其关联方主营业务相同或相似的业务，并与集团公司及其关联方存在竞争的任何企业或个人。

12.2 创始人的不招揽义务

创始人在此均进一步向投资者承诺并保证，在其（1）直接或者间接地拥有任何集团公司股权期间或在集团公司任职期间（以较晚者为准），以及（2）该等期间结束后的2年内，该创始人、其家庭成员以及前述人员直接或者间接控制的任何实体，不得促使、寻求、诱使或者鼓励集团公司的任何员工离职，或者雇用、聘用该等个人，或者促使、寻求或者鼓励集团公司任何现有的或者潜在的客户、消费者、供应商、被许可人或者许可人或者与集团公司有任何商业关系的人员终止或者修改该等业务关系，损害集团公司利益。

12.3 知识产权

创始人应采取适当的必要的措施保护集团的知识产权。创始人同意其在集团公司任职期间及离开集团公司之后的1年内所取得的全部知识产权均归集团公司所有。

13. 保密

13.1 “保密信息”在本协议中的含义是指与本协议及与本协议项下的各项安排有关的信息，除非根据以下规定做出的披露外，本协议任何一方不得向任何第三方进行披露；但是，该等保密信息不应包含并非由于违反本条款的行为而被公众所知的任何信息。

13.2 各方确认其在未经各方事先书面同意之前不能披露保密信息，并应尽合理努力以确保其董事、高级管理人员、管理人员、合伙人、成员、雇员、法律、财务及专业顾问和往来银行不能向第三方披露任何保密信息。

13.3 下述情况不应被视为违反保密责任：

13.3.1 如果一方因政府机关、司法机关或证券监管部门的要求而向其披露保密信息的，该方应当仅在该等监管部门要求的范围内进行披露，并尽一切合理努力寻求保护令、保密处理或其他适当的救济。在该等情况下，披露方应仅提供必须依法披露的部分，且应采取合理努力以在非披露方合理要求的范围内保证该等信息的保密性；

13.3.2 各方向其董事、高级管理人员、管理人员、合伙人、成员、雇员、法律、

财务及专业顾问进行披露，前提是前述人士亦知晓保密信息之保密性并对该等保密信息负有与各方于本协议项下保密义务一致的保密义务；或

13.3.3 在各方共同以书面方式同意的范围内进行披露。

14. 违约责任

14.1 如果本协议一方违约以致本协议并未履行或不能充分履行，违约引起的责任应由违约方承担。如果协议各方均违约，应各自承担其违约引起的对应部分责任。

14.2 对于本协议约定的要求创始人承担责任义务的，创始人以其届时直接及间接持有的集团公司股权的公允价值(公允价值由创始人及未足额收到约定价格的投资者共同认可的第三方评估机构按照共同认可的评估方式评估确定)为限承担前述责任义务。为避免疑义，除本第 14.2 条第 2 款约定的情形外，创始人无义务以其持有的集团公司股权之外的任何其他个人财产承担责任义务。

尽管有前述约定，如导致创始人承担责任义务的事件是因创始人故意或欺诈（具体指财务造假、提供重大虚假财务资料、通过任何方式侵占或转移集团公司资产或其他类似主观恶意侵犯集团公司利益及/或投资者利益的重大不诚信情形）导致的，创始人的责任义务不受前款上限的限制，应就集团公司未能足额支付的约定价格足额承担全部义务。

14.3 如果本协议或其中某条款由于中国法律法规或政府部门许可的原因无法执行，则各股东同意：如果本协议或某条款被有关仲裁机构或法院认定为不具有法律约束力，给投资者带来不利影响，任何股东不能以此为理由，否认投资者的经济利益，各股东应采纳投资者提出的合理建议，采取法律允许的其他替代方案，赋予投资者相同或等同的经济利益和法律权利。

15. 适用法律

本协议的订立、效力、解释、履行和争议的解决均受中国法律的管辖。

16. 争议的解决

16.1 凡因本协议产生的或与本协议有关的一切争议，各方应通过友好协商解决；如在任何一方向其他方发出通知之日起的 15 日内不能通过协商解决争议，则该争议（包括有关本协议有效性或存续性的争议）应提交深圳国际仲裁院，按照申请仲裁时该会现行有效的仲裁规则，在深圳市进行仲裁。

16.2 仲裁裁决应为终局的，对各方均具有约束力，并可根据有关条款规定强制执行。

16.3 败诉方不履行仲裁裁决时，胜诉方可向有司法管辖权的法院申请强制执行。仲裁费用（包括合理的律师费）应由败诉一方承担或按仲裁庭裁决承担。如一方有必要通过任何类型的诉讼执行仲裁裁决，违约方应支付所有合理的费用和开支及合理的律师费，包括但不限于，一方申请执行仲裁裁决所引起的任何附加诉讼或执行的费用。

- 16.4 在仲裁过程中，除各方有争议正在进行仲裁的部分外，本协议其他部分应继续履行。

17. 最优惠待遇

除交易文件约定外，对于某一后期投资者而言，如果集团公司向创始股东或任何初期投资者或任何其他同轮次投资者提供了对于该后期投资者更优惠的权利、权益或其他待遇，则该后期投资者自动享有该等更优惠的条款和权利。为免疑义，本条“初期投资者”、“后期投资者”及“同轮次投资者”为互相之间相对的概念及所指，其顺序依次为天使轮投资者、Pre-A 轮投资者、A 轮投资者、A+轮投资者、B 轮投资者、B+轮投资者及 Pre-IPO 轮投资者。各方确认，前述最优惠待遇条款不适用于本协议及章程约定的董事委派权。

18. 一般条款

- 18.1 投资者在本协议项下的优先认购权和优先购买权，均可以由其与其关联方共同行使，且其与其关联方之间的额度分配由该投资者自行决定。
- 18.2 如果集团公司经过必要的决策程序（且包括全体投资者一致书面同意）重组为控制境内实体的境外公司并到境外上市（“重组上市”），则：（1）投资者有权将所持有的公司股权相应转换为境外（拟）上市公司的优先股并享有惯常的权利（原则上应与本协议及其他交易文件中约定的权利保持一致）；并且（2）如果在重组上市过程中需要过桥资金等类似性质资金，则该等资金由集团公司提供。
- 18.3 对本协议及其附件的修改，必须经各方签署书面协议方能生效。
- 18.4 按照本协议规定的各项原则订立的附件均为本协议的组成部分，与本协议其他部分具有同等法律效力。
- 18.5 如因任何原因导致本协议中任何条款无效或无法执行，其他条款的效力及履行不受影响。若本协议及其附件项下之任何权利由于相关法律法规的原因无法实现，则各方应尽最大努力寻求合乎相关法律法规的可使该等权利得以实现的替代方案。
- 18.6 除非本协议另有规定，在本协议任一方违约或有过失时，另一方延缓或未能行使针对其的任何权利、权力或补救措施，均不应损害该方的任何该等权利、权力或补救措施，也不得被解释为其放弃对任何该等违约或过失的追偿权，或表示默许，或放弃对之后发生的任何类似违约或过失的追偿权。
- 18.7 本协议自各方适当签署之日起生效。但针对 Pre-IPO 轮投资者就其持有的 Pre-IPO 轮股权作为公司股东享有的股东权利自该 Pre-IPO 轮投资者依据 Pre-IPO 轮投资协议完成交割之日起生效。本协议作为各方对于创始股东、公司及各股东权利安排的最终表达以及完整协议。除本协议约定之外，无其他关于股东权利的限制、允诺、保证或承诺（但不包括前序投资协议中相应投资者对公司投资的事实性约定）。自本协议生效之日起，除 Brizan 外的本协议各方于 2025 年 3 月 18 日共同

签署的《卧安创新科技（深圳）有限公司股东协议》（“**原股东协议**”）被本协议整体替代且自动失效。

18.8 公司章程与本协议不一致的，以本协议约定为准。

18.9 Pre-IPO 轮投资者以外的投资者在此不可撤销地确认，同意豁免集团公司及创始股东在 Pre-IPO 轮交割日前的未完成对应轮次的前序投资协议项下的义务而导致的任何违约及赔偿责任，并承诺后续不会依据该等投资协议就该等 Pre-IPO 轮交割日前的违约行为向集团公司及创始股东提出任何其他主张。进一步地，Pre-IPO 轮投资者以外的投资者确认，针对集团公司及/或创始股东在 Pre-IPO 轮交割日后针对前序投资协议发生的违约行为，该等投资者应适用 Pre-IPO 轮投资协议第 8 条违约责任的约定向集团公司及创始股东主张赔偿违约责任，并完全替代相应轮次的前序投资协议项下的违约责任条款。

18.10 根据本协议发出的所有通知均应以中文书写，且除非本协议另行规定，应通过专人送达、挂号邮件或电子邮件方式送至下列地址或电子邮箱：

集团公司、员工持股实体：

地址： 深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11层
收件人： 李志晨
电话： 15622190178
电子邮件： connery@wondertechlabs.com

李志晨

地址： 深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11层
收件人： 李志晨
电话： 15622190178
电子邮件： connery@wondertechlabs.com

潘阳

地址： 深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11层
收件人： 潘阳
电话： 13602507045
电子邮件： bruce@wondertechlabs.com

达晨创投

地址： 深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层、三十八层
收件人： 刘卉宁
邮编： 518009
传真号码： 0755-83515115
电子邮箱： liuhuining@fortunevc.com

国调创新

地址：北京市西城区金融大街7号英蓝国际金融中心D座7层
收件人：张天歌
电话：13041181623
电子邮件：zhangtiange@cctfund-vc.cn

珠海安胜

地址：珠海市横琴三塘村76号首层101单元
收件人：刘佳晔
电话：13520647176
电子邮件：zhuhaivictory@163.com

高瓴资本

地址：北京市朝阳区平安金融中心B座28层
收件人：Project Island
电话：010-59520888
电子邮箱：ProjectIsland@hillhousecap.com，并抄送：legal@hillhousecap.com

Ventech

地址：中国上海市黄浦区茂名南路205号瑞金大厦1912室
收件人：陈沁
电话：13818858518
电子邮箱：qin.chen@ventechchina.com

源码资本

地址：北京市朝阳区望京东园七区保利国际广场塔1，2603室
收件人：强贞
电话：qz@sourcecodecap.com
电子邮箱：010-69943483

松山湖研究院、盈湖智能、东莞蕴和

地址：东莞松山湖高新技术产业开发区新竹路4号新竹苑17栋
收件人：汤小溪
电话：13600158099
电子邮箱：tang.xx@xbotpark.com

邦海

地址：广东省深圳市南山区西丽留仙大道众冠时代广场A座尚美国际大厦2405
收件人：周铃
电话：15999614663
电子邮箱：ling.zhou@boway.com

Brizan

地址：Flat 01, 19/F Beautiful Group Tower, 74-77 Connaught Rd Central, HK

收件人： Andrew Kwong
电话： +852 93096275
电子邮件： Akwong@brizanvp.com

朗科

地址： 深圳市南山区粤海街道滨海社区高新南九道99号A8音乐大厦1105
收件人： 沈雪芹
邮编： 518001
电话： 18688990853
电子邮件： susan@weverse.cn

在本条款下做出或发出的任何通知：

- 18.10.1 在以专人递送方式发出并收到书面回条的情况下，如于不迟于送达地工作日 17:00 时被送到，则应于送到有关地址时凭书面收条为证视为送达；或如于迟于送达地工作日 17:00 时被送到或于送达地一非工作日任何时候被送到，则应被视为于送达地下一工作日之 09:00 时送达；
- 18.10.2 如为中国国内邮件，并以预付邮资的邮政快递方式发出的情况下，则应被视为于邮寄日起 5 个工作日后送达；
- 18.10.3 如寄自或寄往中国境外任何地方，以预付邮资的国际专递邮寄发出的情况下，则应被视为邮寄日起 10 个工作日后送达；或
- 18.10.4 在以电子邮件方式发出的情况下，则应被视为发送后即为送达，以确认成功发送的发送报告以及口头收悉确认为证，但是如以电子邮件方式发出的任何通知是于接收地任何工作日 17:00 时之后或于该地任何非工作日任何时候发出的，则应被视为于接收地的下一个工作日的 09:00 时送达。
- 18.10.5 在本协议期间，任何一方有权在变动的 15 日前经书面通知其他方后变更其接收通知的收件人、地址或电子邮箱。
- 18.11 各方进一步确认并同意，各投资者在本协议项下的权利是分别、独立、非连带的。
- 18.12 如果投资者在本协议项下的某项权利与相关股票发行上市的法律相矛盾，则投资者在本协议项下的该项权利在公司申报合格的首次公开发行申请文件时中止，并在该等首次公开发行申请被撤回、失效、否决或自公司提交首次公开发行之日起满 18 个月仍未能完成合格的首次公开发行时自动恢复。当投资者在本协议项下的某项权利因公司的首次公开发行申请被撤回、失效、否决或自公司提交首次公开发行之日起满 18 个月仍未能完成合格的首次公开发行而自动恢复时，应该视为该等权利自始存在；中止期间本协议项下的相应权益具有追溯力，有关期间自动顺延。特别的，为符合公司上市要求，投资者将就股东协议签署终止协议（“终止协议”，见附件二）。
- 18.13 本协议一式 19 份，各方各执 1 份，均为正本，具有同等效力。本协议签署版的

扫描件和以电子邮件交付的副本与原件具有同等效力。

【以下无正文】

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

卧安机器人（深圳）股份有限公司
(盖章)

签字: _____

姓名: 李志晨

职务: 法定代表人

万德创新科技（深圳）合伙企业（有限合伙）
(盖章)

签字: _____

姓名: _____

职务: _____

李志晨

签字: _____

潘阳

签字: _____

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

东莞松山湖国际机器人研究院有限公司
(盖章)

签字:

姓名:

职务:



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

盈湖智能科技有限公司
(盖章)

签字：_____
姓名：_____
职务：_____

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

东莞蕴和股权投资有限公司
(盖章)

签字:

姓名:

职务:



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

Brizan Ventures V LP

签字: 
姓名: Kwong U Hoi, Andrew
职务:

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

苏州源明创业投资中心（有限合伙）（盖章）

签字：_____

姓名：_____

职务：_____



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

深圳市达晨创鸿私募股权投资企业（有限合伙）
（盖章）

签字：_____
姓名：_____
职务：_____



深圳市达晨财智创业投资管理有限公司
（盖章）

签字：_____
姓名：_____
职务：_____



深圳市财智创赢私募股权投资企业（有限合伙）
（盖章）

签字：_____
姓名：_____
职务：_____



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

上海高瓴辰钧股权投资合伙企业（有限合伙）
（盖章）

签字：_____
姓名：_____
职务：_____



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

国调创新私募股权投资基金（南昌）合伙企业（有限合伙）
（盖章）

签字：
姓名：
职务：



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

天津云泰创新技术合伙企业（有限合伙）
（盖章）

签字：_____
姓名：_____
职务：_____



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

VENTECH CHINA ASIA SICAR

签字：_____

姓名：_____

职务：_____

A handwritten signature in black ink, consisting of a stylized 'L' shape followed by a series of vertical and horizontal strokes, ending in a horizontal line.

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

南京清科乐钛创业投资合伙企业（有限合伙）（盖章）

倪正东

签字：_____

姓名：

职务：



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

珠海安胜投资中心（有限合伙）
（盖章）

签字：_____
姓名：_____
职务：_____



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

深圳市朗科投资有限公司
(盖章)

签字: _____
姓名: _____
职务: 法定代表人/授权代表



有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

深圳市朗科万山企业管理合伙企业（有限合伙）
（盖章）

签字： 黄昭荣
姓名：
职务：



附录 投资者名单

1. Brizan Ventures V LP, 一家依照开曼群岛法律成立的实体, 注册地址为 Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111 (**“Brizan”**);
2. 东莞松山湖国际机器人研究院有限公司, 一家依照中国法律成立的有限责任公司, 注册地址为广东省东莞市松山湖园区大学路 11 号 1 栋 101 室 (**“松山湖研究院”**);
3. 盈湖智能科技有限公司, 一家依照中国法律成立的有限责任公司, 注册地址为东莞松山湖高新技术产业开发区新竹路 4 号总部一号 17 栋 1 单元 602 (**“盈湖智能”**);
4. 东莞蕴和股权投资有限公司, 一家依照中国法律成立的有限责任公司, 注册地址为东莞松山湖高新技术产业开发区工业东路 36 号研发办公楼二楼 202 室 (**“东莞蕴和”**);
5. 天津云泰创新技术合伙企业 (有限合伙), 一家依照中国法律成立的有限合伙企业, 主要经营场所为天津市武清区京津科技谷产业园祥园道 160 号 134 室-55 (**“邦海”**);
6. VENTECH CHINA ASIA SICAR, 一家依照卢森堡法律成立的实体, 注册地址为 3 rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, B 235316 (**“Ventech 美元基金”**);
7. 南京清科乐钛创业投资合伙企业 (有限合伙), 一家依照中国法律成立的有限合伙企业, 注册地址为江苏自贸区南京片区浦滨路 320 号科创总部大厦 C 座 407 室 (**“Ventech 人民币基金”**, 与 Ventech 美元基金合称为 **“Ventech”**);
8. 苏州源明创业投资中心 (有限合伙), 一家依照中国法律成立的有限合伙企业, 注册地址为苏州市吴江区松陵镇迎宾大道 333 号 25 号楼 (**“源码资本”**);
9. 上海高瓴辰钧股权投资合伙企业 (有限合伙), 一家依照中国法律成立的有限合伙企业, 注册地址为中国 (上海) 自由贸易试验区芳春路 400 号 1 幢 3 层 (**“高瓴资本”**);
10. 深圳市达晨创鸿私募股权投资企业 (有限合伙), 一家依照中国法律成立的有限合伙企业, 主要经营场所为深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层/三十八层 (**“达晨创鸿”**);
11. 深圳市达晨财智创业投资管理有限公司, 一家依照中国法律成立的有限责任公司, 注册地址为深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层、三十八层 (**“达晨财智”**);
12. 深圳市朗科投资有限公司, 一家依照中国法律成立的有限责任公司, 注册地址为

深圳市南山区粤海街道滨海社区高新南九道 99 号 A8 音乐大厦 1105（“朗科投资”）；

13. 深圳市朗科万山企业管理合伙企业（有限合伙），一家依照中国法律成立的有限合伙企业，注册地址为深圳市南山区粤海街道滨海社区高新南九道 99 号 A8 音乐大厦 1105（“朗科万山”，与朗科投资合称“朗科”）；
14. 国调创新私募股权投资基金（南昌）合伙企业，一家依照中国法律成立的有限合伙企业，注册地址为江西省南昌市南昌高新技术产业开发区艾溪湖北路 269 号江西省高层次人才产业园 15#楼 A11（“国调创新”）；
15. 珠海安胜投资中心（有限合伙），一家依照中国法律成立的有限合伙企业，注册地址为珠海市横琴三塘村 76 号首层 101 单元（“珠海安胜”）；以及
16. 深圳市财智创赢私募股权投资企业（有限合伙），一家依照中国法律成立的有限合伙企业，主要经营场所为深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层、三十八层（“达晨创赢”，与达晨创鸿、达晨财智合称“达晨创投”）。

附件1 Pre-IPO投资协议完成后公司的股权结构情况

股东名称或姓名	认缴出资额 (人民币: 元)	股份比例 (%)
李志晨	552,082	21.8242
潘阳	365,971	14.4671
员工持股实体	208,333	8.2356
天使轮股权		
Brizan Ventures V LP	94,856	3.7497
深圳市朗科投资有限公司	27,898	1.1028
深圳市朗科万山企业管理合伙企业（有限合伙）	24,922	0.9852
苏州源明创业投资中心（有限合伙）	102,324	4.0450
Pre-A 轮股权		
东莞松山湖国际机器人研究院有限公司	148,809	5.8825
Brizan Ventures V LP	49,603	1.9608
A 轮股权		
盈湖智能科技有限公司	93,370	3.6910
东莞蕴和股权投资有限公司	46,685	1.8455
Brizan Ventures V LP	46,685	1.8455
东莞松山湖国际机器人研究院有限公司	23,343	0.9228
天津云泰创新技术合伙企业（有限合伙）	70,028	2.7683
A+轮股权		
VENTECH CHINA ASIA SICAR	51,162	2.0225
南京清科乐钛创业投资合伙企业（有限合伙）	51,162	2.0225
苏州源明创业投资中心（有限合伙）	76,743	3.0337
上海高瓴辰钧股权投资合伙企业（有限合伙）	63,293	2.5020
B 轮股权		
上海高瓴辰钧股权投资合伙企业（有限合伙）	47,470	1.8765
苏州源明创业投资中心（有限合伙）	31,107	1.2297
天津云泰创新技术合伙企业（有限合伙）	3,502	0.1384
盈湖智能科技有限公司	13,277	0.5249
东莞蕴和股权投资有限公司	2,769	0.1095

Brizan Ventures V LP	4,815	0.1903
VENTECH CHINA ASIA SICAR	2,558	0.1011
B+轮股权		
深圳市达晨创鸿私募股权投资企业（有限合伙）	110,763	4.3785
深圳市达晨财智创业投资管理有限公司	25,337	1.0016
深圳市财智创赢私募股权投资企业（有限合伙）	2,354	0.0931
国调创新私募股权投资基金（南昌）合伙企业（有限合伙）	96,918	3.8312
珠海安胜投资中心（有限合伙）	41,536	1.6420
Pre-IPO 轮股权		
Brizan Ventures V LP	50,000	1.9765
合计	2,529,675	100.0000

附件二、终止协议

鉴于：

1. 公司拟申请于境外发行股票并在香港联合交易所有限公司（以下简称“联交所”）主板上市。
2. 各方于 2025 年 5 月 26 日签署《卧安机器人（深圳）股份有限公司股东协议》（以下简称“股东协议”），且该股东协议整体替代了此前各方与公司签署的有关股东协议或投资协议/增资协议，并构成各方对于投资公司及各股东权利安排的最终表达以及完整协议。
3. 为符合联交所上市规则的相关要求及实现公司顺利上市，经友好协商，各方同意对股东协议的相关约定进行调整。

基于前述，各方在平等自愿的基础上，经友好协商达成下列条款，以资遵守：

第一条 各方一致同意，股东协议约定特殊权利条款中约定的由公司承担回购义务的回购权自本协议签署之日解除，自始无效且不可恢复。

第二条 各方一致同意，股东协议约定的特殊权利条款中约定的创始人或（和）控股股东承担的针对股东协议第 9.1 条项下情形（1）以外的其他回购权自公司递交 A1 申请材料前一日终止，如（i）公司上市申请被撤回、上市申请被否决或上市申请被终止审核等任何未能成功完成上市的情形出现的，或（ii）公司未能在 2026 年 12 月 31 日前完成上市，则本条前述被终止的条款（即回购条款）应立即自动恢复效力并视同该等股东协议第 9.1 条项下情形（1）以外的其他回购权从未被终止。针对创始人或（和）控股股东承担的股东协议第 9.1 条项下情形（1）（指股东协议约定的时间完成合格的首次公开发行）的回购权，在公司递交 A1 申请材料时仍为有效，直至公司上市之日前一日方终止。

第三条 各方一致同意，股东协议中的其他涉及投资方股东特殊权利的各条款（包括但不限于第 2.1 条“信息权”、第 2.2 条“检查权”、第 3 条“董事会”、第 4 条“保护性条款”、第 5 条“优先认购权和反稀释”、第 6.1 条“股权转让限制”、第 6.2 条“优先购买权”、第 6.3 条“共同出售权”、第 7 条“领售权”、第 9 条“回购权”项下尚未解除的部分、第 10 条“清算优先权”、第 16 条“最优惠待遇”等特殊权利条款）在公司股票在联交所上市之日前一日终止。公司股票在联交所上市日起，各方依照相关法律法规、联交所上市规则及公司章程的规定享有股东权利。

第四条 本协议的订立、履行、效力、解释及争议的解决均适用中华人民共和国（为本协议之目的，不包括香港、澳门特别行政区及台湾地区）法律。

第五条 各方确认并同意，本协议签署后，本协议构成各方权利义务的依据。凡因执行本协议所发生的或与本协议有关的一切争议，各方应通过友好协商解决。若协商不一致，则任何一方有权将该争议提交深圳国际仲裁院在深圳市仲裁解决。

仲裁语言为中文。仲裁裁决是终局的，对各方均具有约束力。仲裁费用由败诉方承担。

第六条 本协议自各方或各方的委派代表签章之日起生效，一式二十份，各方各持一份，每一份均具有同等法律效力。

关于卧安机器人（深圳）股份有限公司之投资协议

本《关于卧安机器人（深圳）股份有限公司之投资协议》（“本协议”）由以下各方于 2025 年 5 月 26 日签署：

1. 卧安机器人（深圳）股份有限公司（曾用名“卧安创新科技（深圳）有限公司”“卧安科技（东莞）有限公司”），一家依照中华人民共和国（“中国”，为本协议之目的，不包括中华人民共和国香港特别行政区、澳门特别行政区和台湾地区）法律成立的股份有限公司，注册地址为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1706（“公司”）；
2. 卧安科技（深圳）有限公司，一家依照中国法律成立的有限责任公司，注册地址为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1101，系公司的境内全资子公司（“卧安深圳”）；
3. 卧安（深圳）软件技术有限公司，一家依照中国法律成立的有限责任公司，注册地址为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1708，系公司的境内全资子公司（“卧安软件”）；
4. Woan Techonolgoy Limited，一家依照中华人民共和国香港地区法律成立的有限公司，注册地址为 9B, Cheong Tai Commercial Building, 66 Wing Lok Street, Sheung Wan, Hong Kong，系公司的境外全资子公司（“卧安香港”）；
5. SwitchBot PTE. Ltd.，一家依照新加坡法律成立的有限公司，注册地址为 73 UPPER PAYA LEBAR ROAD, #07-02J, CENTRO BIANCO, SINGAPORE (534818)，系公司的境外全资子公司（“新加坡 SwitchBot”）；
6. Wonderlabs Limited，一家依照中华人民共和国香港地区法律成立的有限公司，注册地址为香港新界荃湾西楼角路 1-17 号新领域广场 13 楼 3 室，系公司的境外二级子公司（“香港 Wonderlabs”）；
7. Wonderlabs, Inc.，一家依照美国法律成立的股份有限公司，注册地址为 1225 North King St.#246, Wilmington, DE 19801，系公司的境外二级子公司（“美国 Wonderlabs”）；
8. SwitchBot 株式会社，一家依照日本法律成立的有限公司，注册地址为东京都涉谷区神南一丁目 11 番 4 号 FPG links JINNAN，系公司的境外二级子公司（“日本 SwitchBot”）；
9. SWITCHBOT, Inc.，一家依照美国法律成立的股份有限公司，注册地址为 1224 North King St., Wilmington, DE 19801，系公司的境外二级子公司（“美国 SwitchBot”，签署方 1-9，以及前述主体现有和未来直接或间接控制的任何子公司、分公司、实体以及其他下属机构，单独或合称“集团公司”）
10. 李志晨，一位中国公民，身份证号码：362502199101290612；

11. 潘阳，一位中国公民，身份证号码：220302198804021015（与李志晨合称“创始人”）；
12. 万德创新科技（深圳）合伙企业（有限合伙），一家依照中国法律成立的有限合伙企业，注册地址为深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1103（“员工持股实体”，与创始人合称“创始股东”）；
13. Brizan Ventures V LP，一家依照开曼群岛法律成立的有限合伙企业，注册地址为 Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111（“Brizan”或“投资者”）。

在本协议中，以上签署方合称为“各方”，单独称为“一方”。

鉴于：

1. 公司主要从事 AI 具身家庭机器人系统的研发、生产和销售。（“主营业务”）。
2. 在本协议签订之日，公司的注册资本为人民币 249.2175 万元，公司股东及其持有公司注册资本金额如下表所示：

序号	股东名称或姓名	认缴出资额 (人民币：万元)	实缴出资额 (人民币：万元)	股数（万股）	出资比例 (%) ¹
1	李志晨	55.8332	55.8332	55.8332	22.4034
2	潘阳	37.2221	37.2221	37.2221	14.9356
3	苏州源明创业投资中心（有限合伙）	21.0174	21.0174	21.0174	8.4334
4	万德创新科技（深圳）合伙企业（有限合伙）	20.8333	20.8333	20.8333	8.3595
5	Brizan Ventures V LP	19.5959	19.5959	19.5959	7.8630
6	东莞松山湖国际机器人研究院有限公司	17.2152	17.2152	17.2152	6.9077
7	上海高瓴辰钧股权投资合伙企业（有限合伙）	11.0763	11.0763	11.0763	4.4444
8	深圳市达晨创鸿私募股权投资企业（有限合伙）	11.0763	11.0763	11.0763	4.4444

¹ 为免疑义，本协议所述的“股权比例”或“出资比例”为四舍五入计算所得，股权比例/出资比例=股东在公司注册资本中的认缴出资额÷公司注册资本总额。股东持有的股权以其持有的公司注册资本为准。

序号	股东名称或姓名	认缴出资额 (人民币：万元)	实缴出资额 (人民币：万元)	股数（万股）	出资比例 (%) 1
9	盈湖智能科技有限公司	10.6647	10.6647	10.6647	4.2793
10	国调创新私募股权投资基金（南昌）合伙企业	9.6918	9.6918	9.6918	3.8889
11	天津云泰创新技术合伙企业（有限合伙）	7.353	7.353	7.353	2.9504
12	VENTECH CHINA ASIA SICAR	5.372	5.372	5.372	2.1555
13	南京清科乐钛创业投资合伙企业（有限合伙）	5.1162	5.1162	5.1162	2.0529
14	东莞蕴和股权投资有限公司	4.9454	4.9454	4.9454	1.9844
15	珠海安胜投资中心（有限合伙）	4.1536	4.1536	4.1536	1.6666
16	深圳市朗科投资有限公司	2.7898	2.7898	2.7898	1.1194
17	深圳市达晨财智创业投资管理有限公司	2.5337	2.5337	2.5337	1.0167
18	深圳市朗科万山企业管理合伙企业（有限合伙）	2.4922	2.4922	2.4922	1.0000
19	深圳市财智创赢私募股权投资企业（有限合伙）	0.2354	0.2354	0.2354	0.0945
合计		249.2175	249.2175	249.2175	100.0000

3. 创始人拟将其持有的公司 12,500 股股份（对应公司注册资本人民币 12,500 元）转让给投资者；
4. 公司拟将其注册资本从人民币 2,492,175 元增加至人民币 2,529,675 元，新增注册资本人民币 37,500 元。

各方经友好协商，兹达成协议如下：

1. 本次交易

- 1.1 在本协议第 3 条规定的所有先决条件（“交割条件”）均得到满足或被投资者均豁免的前提下，根据本协议约定，创始人应将其持有的公司 12,500 股股份（对应公司注册资本人民币 12,500 元）（“转让股权”）转让予 Brizan，其中李志晨向 Brizan 转让其持有的公司 6,250 股股份（对应公司注册资本人民币 6,250 元），转让对价

为人民币 10,000,000 元（或等值美元，汇率按照 1 美元=7.2727 人民币计算），潘阳向 Brizan 转让其持有的公司 6,250 股股份（对应公司注册资本人民币 6,250 元），转让对价为人民币 10,000,000 元（或等值美元，按照 1 美元=7.2727 人民币计算）。同时，公司应将其注册资本从人民币 2,492,175 元增加至人民币 2,529,675 元（“**本次增资**”），其新增注册资本金额人民币 37,500 元（“**新增出资额**”），应全部由投资者依据本协议第 2.2 条认缴（转让股权与本次增资合称为“**本次交易**”）。

- 1.2 在本次交易完成后，公司注册资本为人民币 2,529,675 元，公司各股东的出资额及其在公司持有的股权比例如下表所示，其中“**天使轮股权**”、“**Pre-A 轮股权**”、“**A 轮股权**”、“**A+轮股权**”、“**B 轮股权**”、“**B+轮股权**”、“**Pre-IPO 轮股权**”分别指下表中相应类别股东所对应的认缴出资额：

股东名称或姓名	认缴出资额 (人民币: 元)	股份比例 (%)
李志晨	552,082	21.8242
潘阳	365,971	14.4671
员工持股实体	208,333	8.2356
天使轮股权		
Brizan Ventures V LP	94,856	3.7497
深圳市朗科投资有限公司	27,898	1.1028
深圳市朗科万山企业管理合伙企业（有限合伙）	24,922	0.9852
苏州源明创业投资中心（有限合伙）	102,324	4.0450
Pre-A 轮股权		
东莞松山湖国际机器人研究院有限公司	148,809	5.8825
Brizan Ventures V LP	49,603	1.9608
A 轮股权		
盈湖智能科技有限公司	93,370	3.6910
东莞蕴和股权投资有限公司	46,685	1.8455
Brizan Ventures V LP	46,685	1.8455
东莞松山湖国际机器人研究院有限公司	23,343	0.9228
天津云泰创新技术合伙企业（有限合伙）	70,028	2.7683
A+轮股权		
VENTECH CHINA ASIA SICAR	51,162	2.0225
南京清科乐钛创业投资合伙企业（有限合伙）	51,162	2.0225
苏州源明创业投资中心（有限合伙）	76,743	3.0337
上海高瓴辰钧股权投资合伙企业（有限合伙）	63,293	2.5020

B 轮股权		
上海高瓴辰钧股权投资合伙企业（有限合伙）	47,470	1.8765
苏州源明创业投资中心（有限合伙）	31,107	1.2297
天津云泰创新技术合伙企业（有限合伙）	3,502	0.1384
盈湖智能科技有限公司	13,277	0.5249
东莞蕴和股权投资有限公司	2,769	0.1095
Brizan Ventures V LP	4,815	0.1903
VENTECH CHINA ASIA SICAR	2,558	0.1011
B+轮股权		
深圳市达晨创鸿私募股权投资企业（有限合伙）	110,763	4.3785
深圳市达晨财智创业投资管理有限公司	25,337	1.0016
深圳市财智创赢私募股权投资企业（有限合伙）	2,354	0.0931
国调创新私募股权投资基金（南昌）合伙企业（有限合伙）	96,918	3.8312
珠海安胜投资中心（有限合伙）	41,536	1.6420
Pre-IPO 轮股权		
Brizan Ventures V LP	50,000	1.9765
合计	2,529,675	100.0000

本次交易完成后，公司于市场监督管理机构登记的股权结构如下表所示：

股东名称或姓名	认缴出资额 (人民币：元)	实缴出资额 (人民币：元)	股份比例 (%)
李志晨	552,082	552,082	21.8242
潘阳	365,971	365,971	14.4671
Brizan Ventures V LP	245,959	245,959	9.723
苏州源明创业投资中心（有限合伙）	210,174	210,174	8.3083
员工持股实体	208,333	208,333	8.2356
东莞松山湖国际机器人研究院有限公司	172,152	172,152	6.8053
上海高瓴辰钧股权投资合伙企业（有限合伙）	110,763	110,763	4.3785
深圳市达晨创鸿私募股权投资企业（有限合伙）	110,763	110,763	4.3785

股东名称或姓名	认缴出资额 (人民币：元)	实缴出资额 (人民币：元)	股份比例 (%)
盈湖智能科技有限公司	106,647	106,647	4.2158
国调创新私募股权投资基金 (南昌) 合伙企业 (有限合伙)	96,918	96,918	3.8312
天津云泰创新技术合伙企业 (有限合伙)	73,530	73,530	2.9067
VENTECH CHINA ASIA SICAR	53,720	53,720	2.1236
南京清科乐钛创业投资合伙企业 (有限合伙)	51,162	51,162	2.0225
东莞蕴和股权投资有限公司	49,454	49,454	1.9550
珠海安胜投资中心 (有限合伙)	41,536	41,536	1.6420
深圳市朗科投资有限公司	27,898	27,898	1.1028
深圳市达晨财智创业投资管理 有限公司	25,337	25,337	1.0016
深圳市朗科万山企业管理合 伙企业 (有限合伙)	24,922	24,922	0.9852
深圳市财智创赢私募股权投资 企业 (有限合伙)	2,354	2,354	0.0931
合计	2,529,675	2,529,675	100.0000

- 1.3 交割完成后，公司的各股东根据各股东及公司另行签署的股东协议（“**股东协议**”）以及分别反映本次交易的公司章程（合称“**公司章程**”）的规定，享有并行使股东权利和承担相应的义务。

2. 投资款的缴付

- 2.1 作为购买转让股权的对价，Brizan 将分别向李志晨、潘阳支付股份转让款累计人民币 20,000,000 元（或等值美元，汇率按照 1 美元=7.2727 人民币计算）（“**股份转让价款**”）。
- 2.2 作为认缴本次增资新增股份的对价，投资者将向公司缴付如下金额的投资款（“**增资款**”，与股份转让价款合称为“**投资款**”），具体而言：

Brizan 应当向公司缴付投资款人民币 60,000,000 元（或等值美元，汇率按照 1 美元=7.2727 人民币计算），其中人民币 37,500 元将计入公司的注册资本，剩余部分计入公司的资本公积；

- 2.3 在交割条件均得到满足或被某一投资者书面豁免之日起的 10 个工作日内（但受到疫情等不可抗力影响的，由受影响方另行与公司及创始股东协商延长支付期

限), 投资者应向公司或创始人缴付其根据第 2.1 条、第 2.2 条的规定应当缴纳或支付的投资款 (“交割”, 其付款当日为“交割日”)。

- 2.4 于交割日, 投资者应当通过银行汇款的方式, 将其应当支付的投资款一次性足额付至公司及创始人如下银行账户:

致公司

户名: 卧安机器人(深圳)股份有限公司 (Switchbot (Shenzhen) Co., Ltd.)

账号: 769907416432501

开户银行: CHINA MERCHANTS BANK H.O. SHENZHEN

SWIFT CODE: CMBCCNBSXXX

致创始人

将由创始人向 Brizan 书面通知确认。

- 2.5 于交割日, 公司应向相关投资者出具一份由公司法定代表人签字并加盖公司公章的证明相关投资者已经完成交割的股东名册扫描件和一份由公司法定代表人签字并加盖公司公章的证明相关投资者已经完成交割的出资证明书扫描件, 并于交割日后 10 个工作日内将前述股东名册及出资证明书原件寄送给投资者。

3. 交割条件

投资者完成交割义务的前提为以下各项交割条件在交割日之前或当日应得到满足或被投资者书面豁免:

- 3.1 保证方(定义见下文)在本协议项下作出的所有声明和保证于本协议签署日及交割日均在重大方面是真实、准确、完整且不具有误导性的(但如某一项声明和保证本身已经有“重大方面”、“不存在重大不利影响”或类似前提, 则该等声明和保证应当完全真实、完整、准确的并且不具有误导性);
- 3.2 保证方应在交割日之前遵守的本协议、股东协议以及公司章程(合称“交易文件”)规定的承诺, 及应在交割日之前履行的重大义务均已得到遵守和履行, 且保证方在重大方面并未违反交易文件的任何规定;
- 3.3 自本协议签署之日起, 各集团公司一直在重大方面遵守了所有适用的注册地法律, 并在重大方面按照其注册地法律、以及在各自的注册地得到普遍认可的商业道德和准则的方式从事其业务经营及一切相关活动, 且其实际经营的业务仅限于章程/其他组织性文件及营业执照中所规定的经营范围;
- 3.4 公司及创始股东已经取得本次交易所需的全部批准、授权、同意或豁免, 包括但不限于任何政府部门或主管机关的批准、授权、同意或豁免(如适用);
- 3.5 在自本协议签署之日起至交割日为止的期间内, 并未发生任何应当或可能会对集团公司的合法存续、生产管理、经营许可、产品注册、业务经营、财务状况、商业信誉或其他重要方面产生任何重大不利影响的任何事件或情形(包括但不限于

任何针对集团公司的产品质量投诉、诉讼程序、仲裁程序、税务核查、税务处罚、或由其他政府部门进行的任何调查或处罚程序) (“**重大不利变更**”);

- 3.6 各相关方已经签署及交付所有交易文件之正本;
- 3.7 公司届时的全体股东均已经以书面方式同意放弃行使针对新增出资额的优先认购权 (如适用) 及针对创始人股权转让的优先购买权、共同出售权 (如适用);
- 3.8 公司董事会及股东会已经通过决议批准如下事项:
- 3.8.1 本次交易;
- 3.8.2 签署及履行本协议和股东协议;
- 3.8.3 通过反映本次交易完成的公司章程。
- 3.9 Brizan 就集团公司的业务、财务、及法律方面进行的尽职调查结果令其合理满意 (为免疑义, 本条应当于 Brizan 签署本协议之日视为满足);
- 3.10 投资者已就本次交易取得了其内部投资委员会的批准且该批准在交割日仍然有效;
- 3.11 公司、创始人已经就本次交易向主管市场监督管理机关提交相关文件并办理完毕变更登记及备案手续, 就新增出资额、转让股权将投资者登记为公司的股东, 已完成最新公司章程的备案, 并已完成必要的外汇登记手续及必要的银行账户开立; 及
- 3.12 保证方已经以书面方式向投资者确认上述各项交割条件 (除非某项交割条件依据其性质应由投资者自行确认是否得到满足) 已得到满足, 并已经向投资者提供相关证明文件。

4. 声明和保证

- 4.1 集团公司及创始股东 (合称“**保证方**”) 兹向投资者连带地作出本协议附件二所列之各项声明和保证 (“**声明和保证**”)。除保证方在本协议签署之日向投资者提交的、并经投资者以书面方式确认的如附件三所示的披露函 (“**披露函**”) 所述事项外, 在本协议签署之日以及交割日, 该等声明和保证均为真实、准确、完整, 且不具有误导性。
- 4.2 各创始人兹向投资者分别且不连带地作出以下声明和保证, 且在本协议签署之日以及交割日, 该等声明和保证均为真实、准确、完整, 且不具有误导性:
- 4.2.1 其是具有完全民事行为能力的中国公民, 并可以独立地作为一方诉讼主体;
- 4.2.2 其具备签署及履行本协议的所有必要的能力、权力及授权, 本协议构成对

其有约束力的法律义务；

4.2.3 其已经或将按照公司章程及本协议的约定足额缴纳其所认缴的注册资本，且其所持有的集团公司股权上不存在任何质押、索赔、负担、其他限制性条件或权利主张；

4.2.4 其签署及履行本协议、股东协议和其他相关附属协议不会且将不会：

(1) 使其违反对其有约束力的合同、协议或其他法律文件；或

(2) 使其违反任何法律、法规、部门规章、规范性文件、任何行政部门的命令或决定、或任何仲裁机构或司法部门之裁定、裁决或判决；

4.2.5 不存在任何针对其提起的、未决的或威胁提起的诉讼、仲裁或其他法律程序。

4.3 投资者兹向保证方作出以下声明和保证，在本协议签署之日以及交割日，该等声明和保证均为真实、准确、完整，且不具有误导性：

4.3.1 其具备签署及履行本协议的所有必要的能力、权力及授权，本协议构成对其有约束力的法律义务。

5. 签约后承诺

5.1 登记及备案

5.1.1 各方同意授权公司办理有关本次交易事宜的各项变更登记及备案手续（“变更及备案手续”）。

5.1.2 投资者应给予公司必要的配合及协助，包括签署本次交易相关的公司股东会决议、提供主管机关就变更及备案手续所要求提供的资料、以及采取其他必要的行动及措施，以协助公司办理有关本次交易相关的各项变更登记及备案手续。

5.1.3 公司同意，自交割日后 20 个工作日内，将投资者的实缴出资额情况通过企业信用信息公示系统进行公示。如公司已在前述期限内提交公示申请但非因公司原因导致未能于前述期限内完成公示，不视为公司违约。

5.2 集团公司的业务

5.2.1 保证方承诺，集团公司必须（且创始股东应当促使并确保集团公司）遵守所有适用的注册地法律，并按照符合各集团公司注册地法律、以及在各集团公司注册地得到普遍认可的商业道德和准则的方式从事其业务经营及一切相关活动，且其实际经营的业务将仅限于其章程/其他组织性文件及营业执照（如适用）中所规定的经营范围。

5.2.2 保证方承诺，集团公司将在香港设立人工智能及机器人研发中心，并于2025年12月31日前完成选址及设立；

5.2.3 保证方承诺，集团公司将于2025年12月31日前与1-2所香港高校开展合作，共同培养人才，并在具身人工智能（Embodied AI）及人工智能应用场景方面启动联合研究项目；

5.2.4 保证方承诺，集团公司将于2025年12月31日前在香港招聘至少5名人才(不限香港居民身份)，并于2026年12月31日前累计招聘至少15名人才(不限香港居民身份)。

5.3 特别承诺

5.3.1 在自本协议签署之日起至交割日为止的期间内，集团公司应当遵守（且保证方应当促使并确保集团公司遵守）以下各项承诺：集团公司应当（且创始股东应当促使并确保集团公司）按照符合惯例的方式保持正常及持续的业务经营（“**惯常业务经营**”）。

5.3.2 除惯常业务经营、法律规定的其他要求、以及本协议明确规定的、集团公司应当在交割日或之前签订的文件及采取的行动之外，未经投资者事先书面方式同意，集团公司不得采取任何惯常业务经营以外的行动，或就任何相关事项做出任何承诺或保证、或达成或签订任何有约束力的合同、协议、承诺、意向书、备忘录或其他文件，或就任何相关事项采取任何行动或措施。

5.3.3 自本协议签署日起至交割日，各方应尽最大努力促使本次交易按照本协议的条款完成交割。保证方应采取一切必要措施完成第3条所规定的交割条件。

5.4 投资款的用途

保证方承诺，投资款将全部用于集团公司的主营业务经营、产品研发、业务发展、资本支出、补充流动资金及新建项目等业务经营所需的支出。未经投资者事先书面同意，投资款不得用于偿还(1)任何集团公司对任何股东、董事、管理团队、员工或任何其他关联方的负债，(2)集团公司日常经营业务之外的其他负债，(3)集团公司任何股东、董事、管理团队、员工或任何其他关联方的个人负债，或(4)其他任何集团公司未经董事会认可的负债；进一步地，对于将投资款用于偿还交割日前存在但并未披露予投资者的前述(1)-(4)项中事项的情形，集团公司就此还应获得投资者的事先书面同意。

5.5 合法合规

公司应保证各集团公司的各项业务经营活动在所有重大方面符合适用法律法规的规定，特别是业务合同签署主体与履行主体、款项支付主体、货物所有权主体保持一致，在劳动用工、建设项目方面合法合规。

6. 保密

- 6.1 “**保密信息**”在本协议中的含义是指与本协议及与本协议项下的各项安排有关的信息，除非根据以下规定做出的披露外，本协议任何一方不得向任何第三方进行披露；但是，该等保密信息不应包含并非由于违反本条款的行为而被公众所知的任何信息。
- 6.2 各方确认其在未经保密信息提供方事先书面同意之前不能披露保密信息，并应尽合理努力以确保其董事、高级管理人员、管理人员（包括基金管理人及其股东）、合伙人、成员、雇员、法律、财务及专业顾问和往来银行不能向第三方披露任何保密信息。
- 6.3 下述情况不应被视为违反保密责任：
- 6.3.1 如果一方因政府机关、司法机关或证券监管部门的要求而向其披露保密信息的，该方应当仅在该等监管部门要求的范围内进行披露，并尽一切合理努力寻求保护令、保密处理或其他适当的救济。在该等情况下，披露方应仅提供必须依法披露的部分，且应采取合理努力以在非披露方合理要求的范围内保证该等信息的保密性；
- 6.3.2 各方向其董事、高级管理人员、管理人员（包括基金管理人及其股东）、合伙人、雇员、法律、财务及专业顾问进行披露，前提是前述人士亦知晓保密信息之保密性并对该等保密信息负有与各方向于本协议项下保密义务一致的保密义务；或
- 6.3.3 在各方共同以书面方式同意的范围内进行披露。

7. 终止

- 7.1 在交割日前，若发生以下情形之一，任何投资者有权书面通知其他各方就投资者而言终止本协议：
- 7.1.1 发生任何重大不利变更；
- 7.1.2 保证方在本协议项下作出之重大的声明和保证是不真实、不准确、不完整或具有误导性的；
- 7.1.3 保证方未能遵守本协议规定的重大承诺、或未能履行本协议规定的重大义务，且未能在收到投资者书面通知之日起 10 日内予以纠正；
- 7.1.4 集团公司（自行或被第三方）申请破产、重整或清算；或者
- 7.1.5 任何立法部门、行政部门、司法部门（包括法院及仲裁机构）或其他政府

部门发布、颁布或实施任何可能禁止、限制或以其他方式严重影响本次交易的法律、法规、规定、政策、命令、决定、判决、裁决、裁定、通知或其他规范性文件。

- 7.2 如果本协议签署之日起 45 日内（或经各方另行以书面方式确认延长的期限内）本次交易未能完成交割任何投资者（作为一方）或公司及创始股东（作为另一方）有权书面通知（“**解除通知**”）另一方就投资者而言终止本协议，自该等解除通知到达对方之日，本协议在未能完成交割的投资者及公司和创始股东间自动终止。尽管存在前述约定，如本次交易因任何一方的原因导致未能交割，则该方无权依据本第 7.2 条的约定要求终止本协议。

7.3 终止效力

- 7.3.1 受限于本协议第 6 条（保密），如果本协议根据本第 7 条终止，各方在本协议项下的权利和义务应立即结束，并且各方同意恢复在本协议签署时的状况，包括但不限于在已经办理相应的投资者增资公司工商手续的情况下，投资者通过减资或其他方式退出公司。如果相应的投资者已经向公司支付一部分或全部投资款的（根据情况适用），公司应当全额无息向投资者退还该款项。

8. 违约责任

- 8.1 本协议签署后，任何一方在本协议项下作出的重大声明和保证是不真实、不正确、或具有误导性的，或其未能按本协议的规定履行其重大义务，且其未能在收到任何其他一方书面通知之日起 10 日内予以纠正，则构成对本协议的违约（该方为**违约方**）。违约方应赔偿因其违约而造成的其他各方的全部实际的直接的损失（包括但不限于利润损失、律师费及诉讼费用）。
- 8.2 虽有上述约定，各方同意，创始股东在本协议项下所承担的全部赔偿责任应以其直接和间接持有的集团公司股权的公允价值（该等股权的公允价值由创始人及投资者共同认可的第三方评估机构按照共同认可的评估方式评估确定）为限。为免疑义，除下述本第 8.3 条约定的情形外，创始股东在任何情况下不以其直接和间接持有的集团公司股权以外的个人资产承担前述赔偿责任。
- 8.3 尽管有前述约定，如创始股东存在故意或欺诈情形（具体指财务造假、提供重大虚假财务资料、通过任何方式侵占或转移集团公司资产或其他类似主观恶意侵犯集团公司利益及/或投资者利益的重大不诚信情形），则其赔偿责任不受前述限制，应与集团公司连带地足额承担全部赔偿责任。

9. 费用及税费承担

- 9.1 若本次交易成功完成交割或由于公司或创始人的过错导致本次交易未能完成交割，公司承担 Brizan 为本次交易实际发生的合理费用（包括律师费），上限为 30,000 美元，用于与本次交易相关的法律、财务和其他尽职调查活动。若因 Brizan 的过错导致本次交易未能完成交割，相关费用应由 Brizan 自行承担。

9.2 除第 9.1 条的约定情形外，各方应当各自承担因本协议及本次交易而产生的所有税负、费用和开支。为避免疑义，本次交易在主管市场监督管理机构及商务部门变更登记与备案事宜所涉费用（如有）由公司承担。

9.3 为免疑义，创始人应当按照相关法律法规规定，就转让股权的转让按时足额缴纳税款（包括但不限于个人所得税、印花税）。

10. 适用法律

本协议的订立、效力、解释、履行和争议的解决均受中国法律的管辖。

11. 争议的解决

11.1 凡因本协议产生的或与本协议有关的一切争议，各方应通过友好协商解决；如在任何一方向其他方发出通知之日起的 30 日（情况紧急时该争议提出方可豁免该 30 日等待期）内不能通过协商解决争议，则该争议（包括有关本协议有效性或存续性的争议）应提交深圳国际仲裁院，按照申请仲裁时该会现行有效的仲裁规则，在深圳市进行仲裁。

11.2 仲裁裁决应为终局的，对各方均具有约束力，并可根据有关条款规定强制执行。

11.3 败诉方不履行仲裁裁决时，胜诉方可向有司法管辖权的法院申请强制执行。仲裁费用（包括合理的律师费）、执行费用应由败诉一方承担或按仲裁庭裁决承担。如一方有必要通过任何类型的诉讼执行仲裁裁决，违约方应支付所有合理的费用和开支及合理的律师费，包括但不限于，一方申请执行仲裁裁决所引起的任何附加诉讼或执行的费用。

11.4 在仲裁过程中，除各方有争议正在进行仲裁的部分外，本协议其他部分应继续履行。

12. 一般条款

12.1 对本协议及其附件的修改，必须经各方签署书面协议方能生效。

12.2 按照本协议规定的各项原则订立的附件均为本协议的组成部分，与本协议其他部分具有同等法律效力。

12.3 如因任何原因导致本协议中任何条款无效或无法执行，其他条款的效力及履行不受影响。若本协议及其附件项下之任何权利由于相关法律法规的原因无法实现，则各方应尽最大努力寻求合乎相关法律法规的可使该等权利得以实现的替代方案。

12.4 除非本协议另有规定，在本协议任一方违约或有过失时，另一方延缓或未能行使针对其的任何权利、权力或补救措施，均不应损害该方的任何该等权利、权力或

补救措施,也不得被解释为其放弃对任何该等违约或过失的追偿权,或表示默许,或放弃对之后发生的任何类似违约或过失的追偿权。

12.5 本协议自各方适当签署之日起生效。

12.6 根据本协议发出的所有通知均应以中文书写,且除非本协议另行规定,应通过专人送达、挂号邮件或电子邮件方式送至下列地址或电子邮箱:

集团公司、员工持股实体:

地址: 深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11层

收件人: 李志晨

电话: 15622190178

电子邮件: connery@wondertechlabs.com

创始人: 李志晨

地址: 深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11层

收件人: 李志晨

电话: 15622190178

电子邮件: connery@wondertechlabs.com

创始人: 潘阳

地址: 深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11层

收件人: 潘阳

电话: 13602507045

电子邮件: bruce@wondertechlabs.com

Brizan:

地址: Flat 01, 19/F Beautiful Group Tower, 74-77 Connaught Rd Central, HK

收件人: Andrew Kwong

电话: +852 93096275

电子邮箱: Akwong@brizanvp.com

在本条款下做出或发出的任何通知:

12.6.1 在以专人递送方式发出并收到书面回条的情况下,如于不迟于送达地工作日 17:00 时被送到,则应于送到有关地址时凭书面收条为证视为送达;或如于迟于送达地工作日 17:00 时被送到或于送达地一非工作日任何时候被送到,则应被视为于送达地下一工作日之 09:00 时送达;

12.6.2 如为中国国内邮件,并以预付邮资的邮政快递方式发出的情况下,则应被视为于邮寄日起 5 个工作日后送达;

12.6.3 如寄自或寄往中国境外任何地方,以预付邮资的国际专递邮寄发出的情况下,则应被视为于邮寄日起 10 个工作日后送达;或

12.6.4 在以电子邮件方式发出的情况下，则应被视为发送后即为送达，以确认成功发送的发送报告以及口头收悉确认为证，但是如以电子邮件方式发出的任何通知是于接收地任何工作日 17:00 时之后或于该地任何非工作日任何时候发出的，则应被视为于接收地的下一个工作日的 09:00 时送达。

12.6.5 在本协议期间，任何一方有权在变动的 15 日前经书面通知其他方后变更其接收通知的收件人、地址或电子邮箱。

12.7 本协议一式【5】份，各方各执 1 份，均为正本，具有同等效力。本协议签署版的扫描件和以电子邮件交付的副本与原件具有同等效力。

12.8 本协议所述之“**关联方**”系指就某一特定的主体而言，直接地或通过一家或多家中间机构间接地控制该特定主体，受控于该特定主体，或与该特定主体共同受控于他人的任何其他主体。在不限前所述一般性前提下，（1）就任何作为自然人的特定主体而言，关联方应包括该主体的配偶、子女及其配偶、父母、其配偶的父母、兄弟姐妹及其配偶、配偶的兄弟姐妹及其配偶；（2）就任何投资者而言，关联方应包括投资者的管理人、合伙人、受同一普通合伙人或管理人管理或控制的其他基金、合伙企业或其他实体。

12.9 本协议所述之“**控制**”、“**受控于**”及“**共同受控于**”系指在两个或多个实体之间，一个实体直接或间接地拥有对其他实体的业务或管理的控制权或决策权、或通过他人对其他实体行使控制权或决策权的权利。

12.10 本协议对各方的继承人和受让人有效，上述继承人和受让人可享有本协议项下的权益。投资者有权将其本协议项下的权利、权益和义务让与和转让给其关联方。除了前述规定以外，未经投资者事先书面同意，任何一方均不得让与或转让其本协议项下的任何权利或义务。

12.11 各方同意，共同创造中国良好商业环境，反对各种形式的商业贿赂。除在法律规定范围内的正常商业礼仪或商业合作外，创始股东及集团公司承诺，不得向投资者或其工作人员提供、给予、收受或索取任何形式的回扣、佣金、手续费或其他不法利益，包括但不限于：（1）公司股权或其他公司股权、有价证券、货币；（2）实物（包括各种高档生活用品、奢侈消费品、工艺品、收藏品、房屋、车辆等）；（3）各种费用报销（包括促销费、赞助费、广告宣传费、劳务费、顾问费等）；（4）其他形态的财产利益（包括减免债务、提供担保、免费娱乐、旅游、考察、显著低于市场价的交易等）。

各方知悉，根据商业贿赂刑事案件相关司法解释，收受不法利益涉及金额在五千元以上的即可能构成犯罪，任何一方或其工作人员有向相关国家机关举报、揭发的义务。

各方同意，一方工作人员涉及上述商业贿赂行为的，另一方应及时向该方举报。

【以下无正文】

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

卧安机器人（深圳）股份有限公司
(盖章)

签字: _____
姓名: 李志晨
职务: 法定代表人

卧安（深圳）软件技术有限公司
(盖章)

签字: _____
姓名: 李志晨
职务: 法定代表人

万德创新科技（深圳）合伙企业（有限合
伙）
(盖章)

签字: _____
姓名: 李志晨
职务: 执行事务合伙人

卧安科技（深圳）有限公司
(盖章)

签字: _____
姓名: 李志晨
职务: 法定代表人

李志晨

签字: _____

公司境外全资子公司:

Woan Techonolgoy Limited, 及
SwitchBot PTE. Ltd.

签字: _____
姓名: 李志晨
职务: 董事/有权代表

潘阳

签字: _____

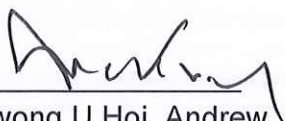
公司境外二级子公司:

Wonderlabs Limited
Wonderlabs, Inc.
SwitchBot 株式会社, 及
SWITCHBOT, Inc.

签字: _____
姓名: 李志晨
职务: 董事/有权代表

有鉴于此，本协议由各方于文首所示的日期签署，谨此为证。

Brizan Ventures V LP

签字: 
姓名: Kwong U Hoi, Andrew
职务:

附件一 集团公司核心员工名单

序号	姓名	身份证号	职务
1.	李志晨	362502199101290612	CEO
2.	潘阳	220302198804021015	CTO
3.	林海洲	350128199002130152	COO
4.	刘国辉	41282919880515683X	副总裁
5.	刘延飞	410224198812094212	嵌入式系统专家

附件二 保证方的声明和保证

在本协议签署之日及交割日，除本协议另有明确约定或披露函另有说明之外，保证方兹向投资者共同且连带地做出如下声明和保证：

1. 法律地位。创始人为中国公民，具有完全的民事权利能力和民事行为能力，能够独立承担法律责任；员工持股实体及各集团公司均为根据其设立地法律合法设立且有效存续的企业法人，能够独立承担法律责任。
2. 正式授权和拘束力。保证方签署和履行本协议是自身真实意思表示，并已经取得所有必需的合法授权，受本协议全部条款和条件之拘束。
3. 无冲突。保证方签署和履行本协议，不会违反其公司章程、内部规定、与第三方之间的合同、法律、法规、相关主管部门的批准或许可、法院的判决、裁决或命令，或与之相抵触。保证方与任何其他实体之间的合同不会因各交易文件的签署或履行而终止，也不会受到各交易文件的重大影响。
4. 经营许可。集团公司从事生产经营活动所需的任何政府机关的授权、许可及第三方同意书均已取得，并全面有效，且保证方确信无任何情形表明此类授权或许可即将可能被撤销。
5. 第三方投资安排。保证方没有与任何机构或个人达成或签署与本协议有关、或可能对本协议项下交易产生任何影响的任何协议或安排。
6. 资本结构。除本协议、股东协议以及公司章程另有约定外，创始股东或其他第三方对集团公司不享有任何形式的优先认购权、优先购买权、认购权证、强制购买/出售权或其他优先权利或限制性安排等，亦不存在该等协议、安排或承诺。
7. 股权。创始股东已经按照公司章程的规定按时、足额缴纳其所认缴的公司注册资本，该等股权上不存在任何质押、索赔、负担、其他限制性条件或权利主张。除公司员工持股计划（包括其不时修订）及根据员工持股计划授予的员工期权外，不存在任何与公司注册资本有关的、或使任何创始股东和员工持股平台或公司有义务增加或转让任何其在公司权益的或公司中任何其他权益的任何性质的期权、认股权、可转换证券或其他权利、协议、安排或承诺。集团公司注册资本发生的历次变更和股权转让均已履行必要的决策程序、及时办理了变更登记以及就相关税务责任进行了申报并缴纳了所需税费（若有），不存在违反法律法规规定的情形。集团公司历史上的增资及股权转让不存在权属纠纷。
8. 关联交易。集团公司与其股东及/或其他关联方之间的交易（为免疑义，不包括各集团公司之间发生的关联交易）参照同类产品/服务的市场公允价格和交易条件进行，不会通过转移定价等方式转移利润，亦不会从事其他可能对集团公司的盈利能力带来不利影响的行为或安排。
9. 其他持股。创始股东未直接、间接或以代持方式持有任何其他非集团公司的股权。

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10. 不动产。集团公司不拥有任何自有不动产。集团公司已向 Brizan 提供与其租赁不动产有关的全部租赁协议；前述协议构成协议各方合法、有效、具有拘束力及可强制执行的义务。集团公司在其作为一方签署的全部租赁协议项下均不存在违约行为，且不向任何第三方负有任何现有或潜在的赔偿责任。
11. 动产。集团公司对其生产经营过程中所使用的动产及其他资产拥有完整的所有权或有效且具备拘束力的承租权益，该等资产上未设定任何抵押、质押、留置、索赔、负担、其他限制性条件或权利主张，与任何第三方亦未就该等资产存在权属纠纷。集团公司的所有资产均处于良好维护、运营及修缮状态，但日常使用过程中的正常磨损不在此限。
12. 知识产权。集团公司已取得主营业务所需要的核心知识产权。集团公司对其使用的全部知识产权合法拥有所有权或使用权，已采取适当措施保护该等知识产权的合法性、有效性、完整性和安全性（包括依法适时办理相应的注册、登记、备案、续费手续等），且创始人不持有任何集团公司主营业务所需要或使用的知识产权；任何涉及他人知识产权的生产经营活动均已获得该等知识产权所有权人的必要授权或许可；不存在任何人正在侵犯、侵害、滥用或盗用集团公司自有知识产权之情形，且在可知范围内无此风险；集团公司亦不存在任何侵犯他人知识产权的行为，未收到过第三方认为其侵犯或可能侵犯知识产权的索赔主张，亦不存在任何未决或可能发生的知识产权争议或司法程序。
13. 财务报表。集团公司已向投资者提供的、按照中国企业会计准则编制的财务报表完整、准确、公允地反映了集团公司截止至 2024 年 12 月 31 日（“财务报表日”）的财务状况、经营成果和现金流量，且在所有重要方面与集团公司的账簿、凭证和财务记录相吻合。自该等财务报表出具之日起，未发生对集团公司的财务状况或生产经营产生或可能产生重大不利影响的事件，且在可知范围内无此风险。
14. 无变化。从财务报表日起至本协议签署日，集团公司没有下列行为：
- (1) 向其他人提供保证担保、为其财产设定抵押、出质及其他担保权；
 - (2) 免除任何对他人的债权或放弃任何求偿权；
 - (3) 遭受任何损失，或发生任何与供应商、客户或雇员的关系变化，该损失或变化将导致对集团公司的重大不利影响；
 - (4) 修改会计核算方法、政策或原则、财务会计规章制度；
 - (5) 转让或许可他人使用集团公司的知识产权；
 - (6) 财务状况发生重大不利变化；
 - (7) 产生任何有别于常规事宜的任何股东会决议或董事会决议，但是为履行本协议而形成的决定除外；

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- (8) 宣布、已经支付、造成或准备宣布、准备支付、造成任何股息、红利或其他形式的股东分红；
- (9) 任何可能导致上述情形发生的作为或不作为。
15. 会计记录。集团公司无论何时均按照其设立地适用的会计准则保存适当及准确的账册和记录，并据此编制其财务报表。
16. 应收账款。所有反映在财务报表上的集团公司的应收账款及财务报表日后所发生的应收账款，均基于正常生产经营活动中的真实交易所产生的，且公司不认为该等应收账款在正常交易情况下存在无法收回的可能性。
17. 贷款。除集团公司日常经营业务中发生的银行借款、商业保理业务及相关债务融资外，集团公司不存在任何银行贷款、委托贷款或其他形式的债务融资。
18. 重大合同。集团公司的每一份重大合同均：(i) 合法成立，对该等合同的各方具有约束力，并且具有完全的效力；而且(ii) 不会因本次交易影响其效力且不会因本次交易导致集团公司收到任何罚款或产生其他不利后果。集团公司不存在任何严重违反任何重大合同的违约行为，且据公司所知，不存在任何重大合同项下的任何其他方严重违反该等合同的违约行为。集团公司未收到有关终止、撤销任何重大合同或有关其项下违约的任何通知。集团公司不存在向任何主体授予购买集团公司重大资产或任何股权的任何优先权的任何合同、协议或其他安排。创始股东之间、集团公司与创始股东之间，且创始股东/集团公司与任何第三方之间不存在有关公司投资、股东权利、优先权以及其他任何与公司业务、人员或资产有关的任何合同、协议或其他安排。“**重大合同**”系指符合以下要求的全部合同、协议或其他形式的文件或安排：(a)集团公司付款义务超过人民币 1,000,000 元的合同或剩余待履行期限超过两年的合同；(b)关于集团公司出售公司资产超过人民币 200,000 元的任何合同、协议或安排（因日常业务经营而发生的除外）；(c)与集团公司根据《员工持股计划》授予的股份期权或类似的协议；(d) 集团公司对外进行投资的合同、协议、意向书或其他安排；(e) 任何集团公司或创始股东曾就集团公司股权或资产签署的任何投资协议、增资协议、股权转让协议、股东协议或任何其他类似协议；以及(f)任何集团公司与关联方之间的协议；(g) 任何集团公司的自第三方举借贷款相关协议（因日常业务经营而发生的除外）；以及(h) 合同性质超出集团公司的正常业务经营活动的范畴。
19. 关联方资金往来。创始股东及其关联方、集团公司的董事、监事、高级管理人员及其关联方与集团公司之间不存在任何关联债权债务关系，且在可知范围内无此安排。
20. 担保。集团公司从未为创始股东及/或其关联方或任何第三方承担担保责任，从未以其财产为其股东及/或其关联方或任何第三方设定过任何抵押、质押、留置或其它限制性条件或权益负担。
21. 未披露负债。集团公司不存在任何按照其设立地适用的企业会计准则应当披露但

未在其财务报表（或其附注）中予以披露的负债及或有负债，亦不存在按照其设立地适用的企业会计准则不要求披露、但对集团公司的财务状况或生产经营产生或可能产生重大不利影响的负债及或有负债。

22. 员工。

- (1) 集团公司雇用员工均遵守对其适用的法律及其向当地政府机关的承诺；
- (2) 创始人、核心员工均不受限于任何第三针对其本人的竞业限制义务；
- (3) 集团公司与其现有或前员工之间不存在任何未决的劳动争议或纠纷；
- (4) 集团公司不存在任何应付而未付的职工安置费用、经济补偿金或其他类似费用；
- (5) 集团公司与其全部员工已依法签署劳动合同；创始人不存在，且就公司及创始人所知，核心员工不存在严重违反其与集团公司签署的劳动合同的情形；
- (6) 集团公司已按照适用法律按时足额地支付及/或代扣代缴各项社会保险、住房公积金及其他法律和协议所规定应付的职工福利。

23. 纳税。

- (1) 集团公司已在适用法律允许的期限内依法按时缴清对其或其资产征收的税款，且不存在任何罚金、罚款或滞纳金。
- (2) 集团公司向其设立地税务主管机关（包括国税、地税、海关及财政部门）提交的纳税申报单及相关文件均为真实、准确、完整、有效，不存在任何虚假信息或误导信息，亦不存在虽应披露但急于披露的重大事项。
- (3) 集团公司取得的所有税务优惠待遇和财政补贴待遇均系合法取得，并未被主管政府机关撤回或撤销。
- (4) 就集团公司的历次股权转让，创始人均已按照法律要求进行纳税申报及缴纳税费（如适用）。

24. 遵守法律。集团公司和创始股东已遵守和履行适用法律所规定的一切义务（包括但不限于就本次交易办理工商变更登记手续），并已遵守对其适用的所有授权、许可；创始股东、集团公司并未发生违反任何法律、且可能给本协议造成重大不利影响之情形。

25. 无重大程序。在保证方的所知范围内，不存在任何法院、仲裁机构、政府机关或其他机构针对集团公司或其财产开始采取任何法律程序、行政程序或其他强制性措施。创始股东和集团公司就集团公司的运营，至今未收到任何来自法院、仲裁

机构、政府机关或其他机构的任何信件或通知，告知其因直接或间接从事的活动未遵守其设立地现行法律法规和规定，而导致任何许可或执照的撤销或注销。

26. 无诉讼。不存在任何针对集团公司或创始股东提起的、未决的或威胁提起的诉讼、仲裁或其他法律程序。
27. 信息披露。保证方就本协议所披露的一切信息均为真实、完整、准确、有效、合理，不存在任何虚假信息或误导信息，亦不存在虽应披露但怠于披露的重大事项。

保证方共同且连带地在此进一步承诺，上述各项声明在本协议项下交割日应当仍然真实、准确、完整且无误导性。若在本协议签署日后发生任何情况，使得任何保证方的声明与保证在任何方面变为不真实、不准确、不完整或具有误导性，应立即书面通知投资者，并按照投资者的合理要求采取一切必要措施。

附件三 披露函

本披露函由卧安机器人（深圳）股份有限公司（“公司”）、李志晨、潘阳（与李志晨合称“创始人”）、万德创新科技（深圳）合伙企业（有限合伙）（“员工持股实体”）根据公司、Brizan Ventures V LP 以及其他相关方于 2025 年 5 月 26 日签署的《关于卧安机器人（深圳）股份有限公司之投资协议》（“《投资协议》”）准备。本披露函针对保证方根据《投资协议》附件二向投资者作出的陈述和保证列举了说明、补充及例外的情况，并构成《投资协议》的一部分。

本披露函所披露的任何事项不应（i）被视为保证方承认该等事项按要求应被披露；（ii）被理解为该等事项对保证方在《投资协议》中所做出的声明和保证而言是重大的；（iii）被用作解释“重大”或“重大影响”或其它类似措词或表述的根据；（iv）被理解为该等事项单独或与其他事项共同对集团公司存在或可能存在重大不利影响。本披露函所披露的任何可能违反或违背任何协议、法律或法规的事项（如有）均不应被视为集团公司承认或认可任何该等违反或违背已经存在或已经实际发生。

本披露函各条所列的标题只为援引目的而列示，不应被视为对披露函中披露事项的效果进行了限定或者扩大了要求在披露函中进行披露的信息的范围。本披露函列明的条款与《投资协议》附件二的条款对应，但以下所披露任何一项内容明显适用于其他项的时候，无论是否明确相互引用均应视为对其他项也进行了相同内容的披露。

本披露函所引用的词语与《投资协议》具有相同的含义。

1. 贷款或债务

于本披露函出具日，卧安深圳尚有中国农业银行股份有限公司深圳市分行 1,800 万元未偿还的贷款；WOAN TECHNOLOGY LIMITED（“香港卧安”）尚有香港上海汇丰银行有限公司 4.36 亿日元未偿还的融资债务，前述贷款/债务用途为公司日常经营，包括发放工资、支付贷款、购买办公设备等。

2. 员工

集团公司为公司所有正式员工缴纳社保和公积金以及意外险，未按照法定的基数为员工缴纳社会保险费；集团公司自生产线工人入职后的次月起为其缴纳社会保险和住房公积金，未按法定基数缴纳。

3. 重大合同

除了公司根据《员工持股计划》向员工授予期权签署的相关文件外，集团公司不存在向任何主体授予购买集团公司重大资产或任何股权的任何优先权的任何合同、协议或其他安排。

4. 纳税

1) 李志晨和潘阳未就下述股权转让申报和缴纳相关税款：

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- i. 2018年9月13日,李志晨将其持有的深圳公司3%的股权(对应注册资本4.1668万元)以1元对价转让给员工持股实体、潘阳将其持有的深圳公司2%的股权(对应注册资本2.7779万元)以1元对价转让给员工持股实体;
 - ii. 2018年12月11日,李志晨将其持有的深圳公司40.2%的股权(对应注册资本55.8332万元)以1元对价转让给公司,潘阳将其持有的深圳公司26.8%的股权(对应注册资本37.2221万元)以1元对价转让给公司。

终止协议

本《终止协议》（“本协议”）由以下主体于 2025 年 5 月 26 日签订：

1. 卧安机器人（深圳）股份有限公司，一家依照中华人民共和国（“中国”，为本协议之目的，不包括中华人民共和国香港特别行政区、澳门特别行政区和台湾地区）法律成立的有限责任公司，注册地址为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1706（“公司”）；
2. 李志晨，中国公民，身份证号码 362502199101290612，住址为深圳市宝安区航城大道 6 号领尚华府 A1307；
3. 潘阳，中国公民，身份证号码 220302198804021015，住址为广东省深圳市宝安区西乡街道南航明珠花园 1-A2-12B；（与李志晨合称“创始人”）
4. 万德创新科技（深圳）合伙企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为深圳市宝安区西乡街道麻布社区海城路 5 号前城商业中心 1103；
5. Brizan Ventures V LP，一家依照开曼群岛法律成立的实体，注册地址为 Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111；
6. 东莞松山湖国际机器人研究院有限公司，一家依照中国法律组建和存续的有限责任公司，其注册地址为广东省东莞市松山湖园区大学路 11 号 1 栋 101 室；
7. 盈湖智能科技有限公司，一家依照中国法律组建和存续的有限责任公司，其注册地址为东莞松山湖高新技术产业开发区新竹路 4 号总部一号 17 栋 1 单元 602；
8. 东莞蕴和股权投资有限公司，一家依照中国法律组建和存续的有限责任公司，其注册地址为东莞松山湖高新技术产业开发区工业东路 36 号研发办公楼二楼 202 室；
9. 天津云泰创新技术合伙企业（有限合伙），曾用名深圳云泰创新技术合伙企业（有限合伙）、深圳云泰创新投资合伙企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为天津市武清区京津科技谷产业园祥园道 160 号 134 室-55；
10. VENTECH CHINA ASIA SICAR，一家依照卢森堡法律成立的实体，其注册地址为 3 rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg,

R.C.S.Luxembourg: 注册号为 B235316;

11. 南京清科乐钛创业投资合伙企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其注册地址为江苏自贸区南京片区浦滨路 320 号科创总部大厦 C 座 407 室；

12. 苏州源明创业投资中心（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其注册地址为苏州市吴江区松陵镇迎宾大道 333 号 25 号楼；

13. 上海高瓴辰钧股权投资合伙企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为中国（上海）自由贸易试验区芳春路 400 号 1 幢 3 层；

14. 深圳市达晨创鸿私募股权投资企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层/三十八层；

15. 深圳市达晨财智创业投资管理有限公司，一家依照中国法律组建和存续的有限责任公司，其注册地址为深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层、三十八层；

16. 深圳市朗科投资有限公司，一家依照中国法律组建和存续的有限责任公司，其注册地址为深圳市南山区粤海街道滨海社区高新南九道 99 号 A8 音乐大厦 1105；

17. 深圳市朗科万山企业管理合伙企业（有限合伙），一家依照中国法律成立的有限合伙企业，注册地址为深圳市南山区粤海街道滨海社区高新南九道 99 号 A8 音乐大厦 1105；

18. 国调创新私募股权投资基金（南昌）合伙企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为江西省南昌市南昌高新技术产业开发区艾溪湖北路 269 号江西省高层次人才产业园 15#楼 A11；

19. 珠海安胜投资中心（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为珠海市横琴三塘村 76 号首层 101 单元；以及

20. 深圳市财智创赢私募股权投资企业（有限合伙），一家依照中国法律组建和存续的有限合伙企业，其主要经营场所为深圳市福田区沙头街道天安社区深南大道深铁置业大厦三十七层、三十八层。

在本协议中，上述各方合称“各方”，单称“一方”。在本协议中，将上述第 5 至第

20 方单独或合称为“投资方”。

鉴于：

1. 公司拟申请于境外发行股票并在香港联合交易所有限公司（以下简称“**联交所**”）主板上市。
2. 各方于 2025 年 5 月 26 日签署《卧安机器人（深圳）股份有限公司股东协议》（以下简称“**股东协议**”），且该股东协议整体替代了此前各方与公司签署的有关股东协议或投资协议/增资协议，并构成各方对于投资公司及各股东权利安排的最终表达以及完整协议。
3. 为符合联交所上市规则的相关要求及实现公司顺利上市，经友好协商，各方同意对股东协议的相关约定进行调整。

基于前述，各方在平等自愿的基础上，经友好协商达成下列条款，以资遵守：

第一条 各方一致同意，股东协议约定特殊权利条款中约定的由公司承担回购义务的回购权自本协议签署之日解除，自始无效且不可恢复。

第二条 各方一致同意，股东协议约定的特殊权利条款中约定的创始人或（和）控股股东承担的针对股东协议第 9.1 条项下情形（1）以外的其他回购权自公司递交 A1 申请材料前一日终止，如（i）公司上市申请被撤回、上市申请被否决或上市申请被终止审核等任何未能成功完成上市的情形出现的，或（ii）公司未能在 2026 年 12 月 31 日前完成上市，则本条前述被终止的条款（即回购条款）应立即自动恢复效力并视同该等股东协议第 9.1 条项下情形（1）以外的其他回购权从未被终止。针对创始人或（和）控股股东承担的股东协议第 9.1 条项下情形（1）（指股东协议约定的时间完成合格的首次公开发行）的回购权，在公司递交 A1 申请材料时仍为有效，直至公司上市之日前一日方终止。

第三条 各方一致同意，股东协议中的其他涉及投资方股东特殊权利的各条款（包括但不限于第 2.1 条“信息权”、第 2.2 条“检查权”、第 3 条“董事会”、第 4 条“保护性条款”、第 5 条“优先认购权和反稀释”、第 6.1 条“股权转让限制”、第 6.2 条“优先购买权”、第 6.3 条“共同出售权”、第 7 条“领售权”、第 9 条“回购权”项下尚未解除的部分、第 10 条“清算优先权”、第 16 条“最优惠待遇”等特殊权利条款）在公司股票在联交所上市之日前一日终止。公司股票在联交所上市日起，各方依照相关法律法规、联交所上市规则及公司章程的规定享有股东权利。

第四条 本协议的订立、履行、效力、解释及争议的解决均适用中华人民共和国（为本协议之目的，不包括香港、澳门特别行政区及台湾地区）法律。

第五条 各方确认并同意，本协议签署后，本协议构成各方权利义务的依据。凡因执行本协议所发生的或与本协议有关的一切争议，各方应通过友好协商解决。若协商不一致，则任何一方有权将该争议提交深圳国际仲裁院在深圳市仲裁解决。仲裁语言为中文。仲裁裁决是终局的，对各方均具有约束力。仲裁费用由败诉方承担。

第六条 本协议自各方或各方的委派代表签章之日起生效，一式二十份，各方各持一份，每一份均具有同等法律效力。

（本页以下无正文，为签署页）

卧安机器人（深圳）股份有限公司

（本页无正文，为《终止协议》之签章页）


卧安机器人（深圳）股份有限公司（盖章）

法定代表人或授权代表（签字）：



2015年5月26日

（本页无正文，为《终止协议》之签章页）

李志晨（签字）：

2025年5月26日

(本页无正文, 为《终止协议》之签章页)

潘阳(签字): 

2025 年 5 月 26 日

卧安机器人（深圳）股份有限公司

（本页无正文，为《终止协议》之签章页）

万德创新科技（深圳）合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



（本页无正文，为《终止协议》之签章页）

Brizan Ventures V LP（盖章）

董事或授权代表（签字）：

A handwritten signature in black ink, appearing to be 'Andrew', written in a cursive style.

卧安机器人（深圳）股份有限公司

（本页无正文，为《终止协议》之签章页）

东莞松山湖国际机器人研究院有限公司（盖章）

法定代表人或授权代表（签字）：



(本页无正文, 为《终止协议》之签章页)

盈湖智能科技有限公司 (盖章)

法定代表人或授权代表 (签字):



（本页无正文，为《终止协议》之签章页）

东莞蕴和股权投资有限公司（盖章）

法定代表人或授权代表（签字）：



（本页无正文，为《终止协议》之签章页）

天津云泰创新技术合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）



（本页无正文，为《终止协议》之签章页）

VENTECH CHINA ASIA SICAR（盖章）

董事或授权代表（签字）：

A handwritten signature in black ink, consisting of stylized, overlapping strokes that form a unique identifier.

(本页无正文, 为《终止协议》之签章页)

南京清科乐钛创业投资合伙企业(有限合伙) (盖章)

执行事务合伙人或授权代表 (盖章/签字):



倪正东

（本页无正文，为《终止协议》之签章页）

苏州源明创业投资中心（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



（本页无正文，为《终止协议》之签章页）

上海高瓴辰钧股权投资合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



（本页无正文，为《终止协议》之签章页）

深圳市达晨创鸿私募股权投资企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



（本页无正文，为《终止协议》之签章页）

深圳市达晨财智创业投资管理有限公司（盖章）

法定代表人或授权代表（签字）：



（本页无正文，为《终止协议》之签章页）

深圳市朗科投资有限公司（盖章）

法定代表人或授权代表（签字）：



卧安机器人（深圳）股份有限公司

（本页无正文，为《终止协议》之签章页）

深圳市朗科万山企业管理合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



（本页无正文，为《终止协议》之签章页）

国调创新私募股权投资基金（南昌）合伙企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



（本页无正文，为《终止协议》之签章页）

珠海安胜投资中心（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）



（本页无正文，为《终止协议》之签章页）

深圳市财智创赢私募股权投资企业（有限合伙）（盖章）

执行事务合伙人或授权代表（盖章/签字）：



Dated 16 December 2025

2025年 12 月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

HACF, L.P.

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “**Agreement**”) is made on 16 December 2025

本协议于 2025 年12月16日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **HACF, L.P.**, an exempted limited partnership incorporated in the Cayman Islands whose registered address is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Investor**”);

HACF, L.P.，一家于开曼群岛注册成立的公司，其注册地址为4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands（“**投资者**”）；

- (3) **Guotai Junan Capital Limited** (国泰君安融资有限公司), a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited** (华泰金融控股(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「**华泰**」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited (国泰君安证券(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Securities**”).

国泰君安证券(香港)有限公司 (**Guotai Junan Securities (Hong Kong) Limited**)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安证券**」）。

GTJA Capital and Huatai (in alphabetical order), as the “**Joint Sponsors**”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (the “**Joint Global Coordinator(s)**”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「**联席保荐人**」，国泰君安证券与华泰（按字母顺序排列）共同称之为「**整体协调人**」及「**联席全球协调人**」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售2,222,300H股股份可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”)

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际配售**」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「营业日」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「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；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「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；

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

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

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

「《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「**《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「经济制裁法律」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「交易所参与者」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“**FINI**” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“**Global Offering**” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

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

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“**H Share(s)**” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be

subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际配售**」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

“**Investor Affiliate**” means any direct or indirect wholly-owned subsidiary of the Investor, and the affiliates of the Investor which is managed by the investment manager of the Investor and any person directly or indirectly managed or advised by HHLR Advisors Ltd. (as the case may be);

「**投资者附属人士**」指投资者的任何附属公司，以及任何由投资者直接或间接管理或给予建议的任何人士。

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「**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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「**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、香港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；

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「**征费**」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“Listing Date” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股股份首次于联交所主板上市的日期；

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

「**《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》；

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「**《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；

“Lock-up Period” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

「订约方」或单数形式的「订约方」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“Regulation S” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“Regulators” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

- (a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;
- (b) that is, or is part of, a government of a Sanctioned Territory;
- (c) owned or controlled by, or acting on behalf of, any of the foregoing;
- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

- (a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；
- (b) 属于或构成受制裁地区政府的一部分；
- (c) 由上述任何一方拥有、控制或代表其行事；
- (d) 位于、注册成立、居住于或自受制裁地区开展业务；或
- (e) 以其他方式受任何经济制裁法律针对；

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“Securities Act” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“Shares” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「联交所」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「附属公司」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民币0.10元以人民币认购及缴足的普通股；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

「美元」指美国的法定货币；

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;

任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「**包括**」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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，均被视为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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through an Investor Affiliate that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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三个营业日送达书面通知通过投资者附属人士认购投资者股份，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：

- (a) the Investor shall procure such Investor Affiliate on such date (i.e. the date not later than three (3) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such Investor Affiliate, and

投资者应促使投资者附属人士在当天（即不迟于上市日期前不少于三个营业日）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投资者附属人士所作出；及

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such Investor Affiliate of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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投资者附属人士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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such Investor Affiliate is liable to pay under this Agreement and to perform promptly on demand any obligation of such Investor Affiliate under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such Investor Affiliate or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such Investor Affiliate.

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投资者附属人士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投资者附属人士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」一词应诠释为包括投资者附属人士。

- 2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not

been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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，以及投资者未有重大违反本协议。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares in Hong

Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第三（3）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement,

the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Investor, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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、传染性疾病的爆发、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。在该等情况下，本公司、投资者、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its Investor Affiliate (where the Investor Shares are to be held by such Investor Affiliate) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its Investor Affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

在第 5.2 条的规限下，投资者为其自身及代表投资者附属人士（倘若投资者股份由投资者附属人士持有）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投资者附属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any Investor Affiliate, provided that, in all cases:

第 5.1 条所载条文不得阻止投资者向投资者附属人士转让所有或部分相关股份，但前提是在所有情况下：

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such Investor Affiliate and such evidence, to the reasonable satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is an Investor Affiliate as the Company, the Joint Sponsors and the Overall Coordinators may reasonably require;

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投资者附属人士的转让书面通知，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附属人士；

- (b) prior to such transfer, such Investor Affiliate gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms reasonably satisfactory to them) agreeing to, and the Investor undertakes to procure that such Investor Affiliate will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such Investor Affiliate were itself subject to such obligations and restrictions;

在进行该转让之前，投资者附属人士给予书面承诺（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合理满意）同意，且投资者承诺投资者附属人士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，犹如投资者附属人士自身受该等义务及限制的规限；

- (c) such Investor Affiliate shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

投资者附属人士应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such Investor Affiliate shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者附属人士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) if at any time prior to expiration of the Lock-up Period, such Investor Affiliate ceases or will cease to be an Investor Affiliate, it shall (and the Investor shall procure that such Investor Affiliate shall) immediately, and in any event before ceasing to be an Investor Affiliate, fully and effectively transfer the Relevant Shares it holds to the Investor or another Investor Affiliate, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms reasonably satisfactory to them) agreeing to, and the

Investor shall undertake to procure such Investor Affiliate will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such Investor Affiliate were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

在禁售期届满前的任何时间，若投资者附属人士不再是或将不再是投资者附属人士，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、整体协调人及联席全球协调人为受益人）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承认、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) such Investor Affiliate is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, prior to the expiry of the Lock-up Period, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering, unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and otherwise permitted under the applicable Laws or by the Stock Exchange.

投资者同意其对本公司股本的持有属以自营投资基准进行；并于本公司、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，以证明投资者按自营投资基准持有本公司股本。除非获联交所豁免，投资者不得，且应促使其控股股东、联系人及其实益拥有人均不得于全球发售的建簿过程中申请或预购任何 H 股股份（投资者股份除外），或于香港公开发售中作出股份申请，除非该等行为已事先向本公司、联席保荐人及整体协调人披露，且属适用法律允许或经联交所批准。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（定义见招股章程）、集团的任何其他成员或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is reasonably required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为

协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）合理所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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 4.144 章而作出的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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in

public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的 50%;

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains an Investor Affiliate and continues to adhere to and abide by the terms and conditions hereunder for so long as such Investor Affiliate continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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附属人士，及其持续符合及遵守本协议的条款及条件；

- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

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或其各自代表的材料为基础，作出或接收认购、收购或购买任何H股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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）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) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际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董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory,

financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement;

投资者（一方）与公司、公司任何股东及/或整体协调人（另一方）之间并无就全球发售订立任何其他协议；

- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

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) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date.

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时正之前缴付

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring

the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any

condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor , and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor , (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor , or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor ;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including,

without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者或其实际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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) the Investor is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人或其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or a nominee of any of the foregoing;

投资者及其实益持有人，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）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

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人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括但不限于《上市规则》第 12.08A 条）规定须在公司配发结果公告中注明的任何获配人类别；

- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「分销商」（定义见《证券法》S 规则）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) neither each Investor nor its directors, supervisors (if applicable), officers or employees is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

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，且与之概无关连；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and/or as otherwise notified to the Company, the Joint

Sponsors and the Overall Coordinators and in compliance with Chapter 4.15 of the Listing Guide;

除根据本协议之规定及／或已另行通知本公司、联席保荐人及整体协调人，并符合《上市指引》第 4.15 章的规定外，投资者或其联系人并未且不会在全球发售的建簿过程中申请或认购任何 H 股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

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；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

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

- 6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing and confirming the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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，并作出投资者各自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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith save for any loss and damages suffered or incurred that have been finally judicially determined by court or legally constituted arbitration tribunal to have resulted solely and directly from the gross negligence, willful default or fraud on the part of such Indemnified Parties. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

投资者同意并承诺，于接获要求时，按税后基础向本公司、联席保荐人、整体协调人、全球发售的其他包销商（彼等各自均以自身名义及作为受托人为其各自的联属人士、根据《证券法》定义的任何控制其的人士及其各自的高级人员、董事、雇员、职员、联系人、

合伙人、代理及代表（统称为「获弥偿方」）作出充分及有效的全额赔偿，并使其免受损害，以弥偿任何因本协议项下投资者认购投资者股份、投资者股份本身或本协议有关的事项而以任何方式针对任何获弥偿方提出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（但不限于）因投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人的任何违反或声称违反本协议或任何作为、不作为或声称的作为或不作为而引致或造成的任何申索、法律程序或行动。投资者亦须就任何获弥偿方因处理、争议或为抗辩该等申索、诉讼或法律程序而可能蒙受或招致的任何及所有成本、费用、亏损或开支作出全额赔偿；惟若该等获弥偿方所蒙受或招致的任何亏损或损害经法院或依法成立的仲裁庭最终司法裁定为完全且直接由该获弥偿方的重大疏忽、故意失当或欺诈所致，则不在此赔偿责任范围内。各方明确确认，本条第 6.5 条项下的赔偿在本协议终止后仍继续有效。

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；

- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第 4.15 章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance reasonably required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or and the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要合理协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. TERMINATION 终止

7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any material breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its Investor Affiliate) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者附属人士）在国际发售交割日（或，如适用，延迟交付日期）或之前重大违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement

involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor and/ without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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及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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者各自承诺，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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

Email: legal@hillhouseinvestment.com
电邮：

Attention: Adam Hornung
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:

若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com

电邮：

Attention: Project W Deal Team

联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. **GENERAL 一般条款**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11 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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub- clause notwithstanding any such delegation.

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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any

other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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款的任何违反行为的豁免不得生效或被默示生效。

- 10.13 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

若在任何时候本协议的任何条款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，则该条款不得影响或损害：

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

本协议任何其他条款在该司法管辖区的合法性、有效性或可强制执行性；或

- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议该条款或任何其他条款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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. **GOVERNING LAW AND JURISDICTION** 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre, in accordance with the HKIAC Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

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进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由香港国际仲裁中心根据其当时有效的《HKIAC 仲裁规则》所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，

仲裁语言为中文，仲裁庭由三名仲裁员组成。为免生疑问，本协议并不构成本条或其他条款项下所述的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints Hillhouse Investment Management Limited at Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者各自不可撤销地委任位于Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong的Hillhouse Investment Management Limited作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity

between the English version and the Chinese version of this Agreement, the English version shall prevail.

本协议仅以英文签订。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF

为及代表

OneRobotics (Shenzhen) Co., Ltd.

卧安机器人(深圳)股份有限公司

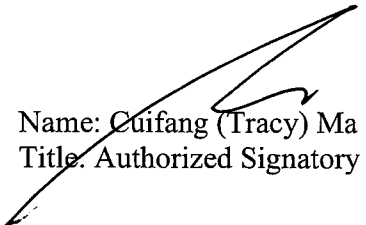


Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

**FOR AND ON BEHALF OF:
HACF, L.P.**

By:



Name: Cuifang (Tracy) Ma
Title: Authorized Signatory

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司

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

Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 30,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于30,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: Cayman Islands
注册或成立地点：

Certificate of incorporation number: WK-272606
注册成立证书编号：

Business registration number: WK-272606
商业登记号码：

LEI number: 549300YXBX8YW9XQIP32
法人识别
（LEI）号
码：

Business address and telephone number and contact person: 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands; (852) 21791988; Adam Hornung
公司地址和电话号码及联系人：

Principal activities: Investment Holding
主要业务：

Description of the Investor for insertion in the HACF, L.P.

Prospectus:

投资者在招股章程的描述：

HACF, L.P. is a limited partnership formed under the laws of the Cayman Islands and is managed by HHLR Advisors, Ltd. (“HHLRA”), which is part of the Hillhouse Group. There is no individual limited partner investor who holds an economic interest of 30% or more in HACF, L.P.

HHLRA collaborates with industry-defining enterprises, aiming to establish alignment with sustainable, forward-thinking companies across consumer, industrial, healthcare, and business services sectors. HHLRA manages capital for global institutions, including non-profit foundations, endowments, and pensions.

HACF, L.P.

HACF, L.P.是依据开曼群岛法律设立的有限合伙基金，由Hillhouse Group下投资机构HHLR Advisors, Ltd. (“HHLRA”) 管理。该基金没有任何有限合伙人单独持有 30% 或以上的经济权益。

HHLRA为包括非营利性基金会、捐赠基金和养老基金等在内的全球机构投资人管理资金，致力于与消费、工业、医疗健康、及企业服务等领域具有可持续发展理念、富有前瞻性的行业领军企业达成合作。

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

Dated 16 December 2025

2025年12月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

Cithara Global Multi-Strategy SPC – Bosideng Industry Investment Fund SP

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “**Agreement**”) is made on 16 December 2025

本协议于 2025 年12月16日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **Cithara Global Multi-Strategy SPC – Bosideng Industry Investment Fund SP**, a company incorporated in the Cayman Islands whose registered address is at 71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands (the “**Investor**”);

Cithara Global Multi-Strategy SPC – Bosideng Industry Investment Fund SP，一家在开曼群岛注册成立的公司，其注册办事处位于 71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（「**投资者**」）；

- (3) **Guotai Junan Capital Limited** (国泰君安融资有限公司), a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited** (华泰金融控股(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「**华泰**」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited (国泰君安证券(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Securities**”).

国泰君安证券(香港)有限公司 (**Guotai Junan Securities (Hong Kong) Limited**)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安证券**」）。

GTJA Capital and Huatai (in alphabetical order), as the “**Joint Sponsors**”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (the “**Joint Global Coordinator(s)**”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「**联席保荐人**」，国泰君安证券与华泰（按字母顺序排列）共同称之为「**整体协调人**」及「**联席全球协调人**」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售2,222,300 H股股份可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际配售**」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「**营业日**」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「**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；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「**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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「**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；

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

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

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

「**《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「**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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「**《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities

convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「经济制裁法律」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「交易所参与者」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“**FINI**” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“**Global Offering**” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

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

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“**H Share(s)**” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际配售**」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「**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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「**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、香港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；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「**征费**」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股股份首次于联交所主板上市的日期；

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

「**《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》；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「**《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；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“**Regulation S**” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on

any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

(a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；

(b) 属于或构成受制裁地区政府的一部分；

(c) 由上述任何一方拥有、控制或代表其行事；

(d) 位于、注册成立、居住于或自受制裁地区开展业务；或

(e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「附属公司」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民币0.10元以人民币認購及繳足的普通股；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

「美元」指美国的法定货币；

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes areference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re- enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;
任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「包括」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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，均被视为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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available

clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their

absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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及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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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、传染性疾病的爆发、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。在该等情况下，本公司、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling **six (6) months after the Listing Date** (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

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联属人士不在自上市日期（含该日）起至**六(6)个月内**（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations

under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering, except where permitted under the applicable paragraphs of Chapter 4.15 of the Listing Guide and the listing Rules, and/or in accordance with any relevant waivers or consents granted by the Stock Exchange.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得且应促使控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。除非获联交所另行豁免，根据《上市指引》第 4.15 章及《上市规则》适用条文（以及联交所授出的任何相关豁免或同意）。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的 50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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附属人士或联系人的H股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

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／或其各自代表的材料为基础，作出或接收认购、收购或购买任何H股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in

determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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）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) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor has respectively relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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及（包括其董事、监事（如适

用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附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附属人士不因使用该等信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and

will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者及其代表或其附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

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；

- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date.

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall

Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not

invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up

restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”) within the time and as requested by any of the Regulators. Each of the Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者或其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（「**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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人或其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

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；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and

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

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资亦者确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- 其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- 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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；

- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第4.15章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. **TERMINATION 终止**

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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、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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: Room 3607-3608, 36/F, ICBC Tower, 3 Garden Road, Central, Hong Kong
地址：香港中环花园道3号工商银行大厦36楼3607-3608室

Email: justin.zhang@citharacapital.com; elvie.lu@citharacapital.com
电邮：

Attention: Mr. Justin Zhang; Ms Elvie Lu
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com

电邮：

Attention: Project W Deal Team

联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. **GENERAL 一般条款**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the

Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are

cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. **GOVERNING LAW AND JURISDICTION** 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Shenzhen Court of International Arbitration, in accordance with the SCIA Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由深圳国际仲裁院根据其当时有效的仲裁规则所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，仲裁语言为中

文，仲裁庭由三名仲裁员组成。为免生疑问，本协议不构成本条款或其他条款下预期的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints Cithara Investment International Limited at Room 3607-3608, 36/F, ICBC Tower, 3 Garden Road, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于香港中环花园道3号工商银行大厦36楼3607-3608室的信庭投资国际有限公司作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity

between the English version and the Chinese version of this Agreement, the English version shall prevail.

本协议仅以英文签订。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

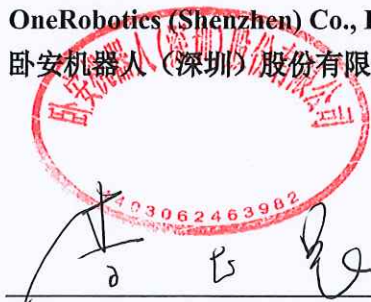
兹证明 各订约方经妥为授权签署人于开首所示日期签立本协议，以昭信守。

FOR AND ON BEHALF OF

为及代表

OneRobotics (Shenzhen) Co., Ltd.

卧安机器人(深圳)股份有限公司



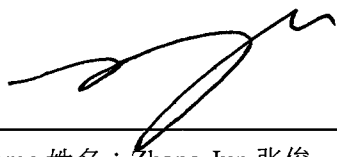
Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF

为及代表

Cithara Global Multi-Strategy SPC – Bosideng Industry Investment Fund SP

A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

Name 姓名：Zhang Jun 张俊

Title 职位：Director 董事

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司



Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司

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

Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 20,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于20,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	Cayman Islands
Certificate of incorporation number: 注册成立证书编号：	HL-299219
LEI number: 法人识别 （LEI）号 码：	213800ISWZ665XAGQ343
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	Room 3607-3608, 36/F, ICBC Tower, 3 Garden Road, Central, Hong Kong +852 3700 4203 Elvie Lu
Principal activities: 主要业务：	Investment
Ultimate controlling shareholder: 最终控股股东：	Cithara Investment International Limited
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	Hong Kong
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	BR no.: 65820665; LEI: 213800LYJKJ2Q4JHPA23
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	Asset Management
Shareholder and interests held: 股东及持有权益：	100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Cithara Global Multi-Strategy SPC – Bosideng Industry Investment Fund SP (“Cithara Fund”) is an exempted segregated portfolio company established in Cayman Islands in 2021. The Cithara Fund’s objective is to deliver risk adjusted absolute return with a focus on long-term capital preservation. The investment

manager of Cithara Fund is Cithara Investment International Limited (“Cithara”), a company established in Hong Kong in 2016 and licensed to conduct Type 4 (advising on securities) and Type 9 (asset management) of the regulated activities as defined under the SFO. Cithara is ultimately wholly owned by Zhang Jun (張俊) who is an independent third party. Song Yan, an independent third party, is the ultimate beneficial owner of Cithara Fund with more than 30% of beneficial interest. No other ultimate beneficial owner of Cithara Fund holds 30% or more of beneficial interest.

「信庭基金」) 为于2021年在开曼群岛注册成立的获豁免独立投资组合公司。信庭基金的目标为实现经风险调整的绝对回报，并专注于长期资本保值。信庭基金的投资管理人为信庭投资国际有限公司（「信庭」），一家于2016年在香港注册成立的公司，获准开展《证券及期货条例》所界定的第4类（就证券提供意见）及第9类（资产管理）受规管活动。信庭由独立第三方张俊最终全资拥有。独立第三方 Song Yan 为信庭基金的最终实益拥有人，拥有30%以上的实益权益。概无其他信庭基金的最终实益拥有人持有30%或以上的实益权益。

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor, Discretionary managed portfolio

Dated 16 December 2025

2025年12月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

INFINI GLOBAL MASTER FUND

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “Agreement”) is made on 16 December 2025

本协议于 2025 年12月16日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “Company”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；

- (2) **Infini Global Master Fund**, an exempted company incorporated in the Cayman Islands with limited liability and having its registered office at Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (the “Investor”);

Infini Global Master Fund，一家在开曼群岛注册成立的有限责任豁免公司，其注册办事处地址为 Ogier Global (Cayman) Limited，89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands;

- (3) **Guotai Junan Capital Limited (国泰君安融资有限公司)**, a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“GTJA Capital”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「国泰君安融资」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited (华泰金融控股(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“Huatai”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「华泰」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited (国泰君安证券(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures

Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“GTJA Securities”).

国泰君安证券(香港)有限公司 (Guotai Junan Securities (Hong Kong) Limited)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「国泰君安证券」）。

GTJA Capital and Huatai (in alphabetical order), as the “Joint Sponsors”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “Overall Coordinator(s)”) and the joint global coordinators (the “Joint Global Coordinator(s)”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「联席保荐人」，国泰君安证券与华泰（按字母顺序排列）共同称之为「整体协调人」及「联席全球协调人」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「全球发售」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售2,222,300 H股股份可予重新分配）以供于香港公众认购（「香港公开发售」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际配售」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

茲协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「**营业日**」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「**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》赋予的含义；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「**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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「**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；

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

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

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

「**《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「**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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「《**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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「**经济制裁法律**」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“**Exchange Participant**” shall have the meaning ascribed to such term in the Listing Rules;

「**交易所参与者**」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「**《费用规则》**」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“**FINI**” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“**Global Offering**” has the meaning given to it in Recital (A);

「**全球发售**」具有叙文 (A) 赋予该词的涵义；

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

「**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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「**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）；

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

「**港元**」指香港的法定货币；

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

「**香港**」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「**香港公开发售**」具有叙文 (A) 赋予该词的涵义；

“**H Share(s)**” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「国际配售」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「投资者相关信息」具有第 6.2(i) 条中赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「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、香港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；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「征费」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「上市日期」指H股股份首次于联交所主板上市的日期；

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

「《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》；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「《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；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

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

「**中国**」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「**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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「**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；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「**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；

“**Regulation S**” means Regulation S under the Securities Act;

「**S 规例**」指根据《证券法》下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

「**监管机构**」具有第 6.2(i) 条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「**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）；

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

- (a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;
- (b) that is, or is part of, a government of a Sanctioned Territory;
- (c) owned or controlled by, or acting on behalf of, any of the foregoing;
- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

- (a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；
- (b) 属于或构成受制裁地区政府的一部分；
- (c) 由上述任何一方拥有、控制或代表其行事；
- (d) 位于、注册成立、居住于或自受制裁地区开展业务；或

(e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933 年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「**附属公司**」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「**非上市股份**」指公司股本中每股面值人民币0.10元以人民币认购及缴足的普通股；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「**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；

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

「**美元**」指美国的法定货币；

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“Underwriters” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:

除文义另有所指者，于本协议：

- (a) a reference to a “clause”, “sub-clause” or “schedule” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;
任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「**包括**」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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，均被视为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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到账的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

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 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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及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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失及损害。

- 4.6 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调

人各自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。在该等情况下，本公司、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.7 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than three (3) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

至少提前三(3)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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者各自同意及承诺，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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering, unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing and is in compliance with the guidance set out in Chapters 2.3 and 4.15 of the Listing Guide and approved by the Stock Exchange.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得，且应促使其控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将

来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担相应责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for

Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.15 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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4.15章而作出的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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第8.08(3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws

(including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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／或其各自代表的材料（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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have

been provided (whether in writing or verbally) to the Investor and/or its representatives; and

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／或其各自代表的材料为基础，作出或接收认购、收购或购买任何H股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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）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) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor had relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or

materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者及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、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际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董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者及担保各自代表或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

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) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date.

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of each of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「**批准**」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company,

the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者各自的身份信息及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) 投资者或其各自的实益拥有人和联系人及公司及其任何股东之间的任何关联关系（「**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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人与其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship

with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

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，且与之概无关连；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and

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

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor respectively undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC

and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor, the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the

Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- 其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；

- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第 4.15 章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or and the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. **TERMINATION 终止**

7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）在国际发售交割日或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. **ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性**

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: 27/F, East Tower, Cheung Kong Center II, 10 Harcourt Road, Central, Hong Kong

地址：香港中环夏慤道10号长江集团中心II期东座27楼

Email: legal@infinicapital.com; operations@infinicapital.com
电邮：

Attention: Legal team and Operations team
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk

电邮：

Attention: Project W Team

联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com

电邮：

Attention: Project W Deal Team

联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. **GENERAL 一般条款**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no

corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11 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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub- clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person

shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. **GOVERNING LAW AND JURISDICTION** 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Shenzhen Court of International Arbitration, in accordance with the SCIA Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由深圳国际仲裁院根据其当时有效的仲裁规则所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，仲裁语言为中文，仲裁庭由三名仲裁员组成。为免生疑问，本协议不构成本条款或其他条款下预期的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints Infini Capital Management Limited at 27/F, East Tower, Cheung Kong Center II, 10 Harcourt Road, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于27/F, East Tower, Cheung Kong Center II, 10 Harcourt Road, Central, Hong Kong 的Infini Capital Management Limited 作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute

one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

本协议仅以英文订立。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

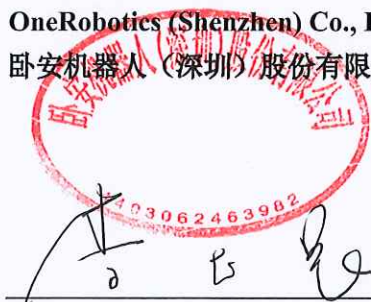
兹证明 各订约方经妥为授权签署人于开首所示日期签立本协议，以昭信守。

FOR AND ON BEHALF OF

为及代表

OneRobotics (Shenzhen) Co., Ltd.

卧安机器人(深圳)股份有限公司



Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF

为及代表

INFINI GLOBAL MASTER FUND

By: Infini Capital Management Limited, as its investment manager



Name 姓名 : Ku Ho

Title 职位 : Director

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司



Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 15,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于15,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	Cayman Islands
Certificate of incorporation number: 注册成立证书编号：	OC-401163
Business registration number: 商业登记号码：	N/A
LEI number: 法人识别 （LEI）号 码：	254900IHAHN8QVO9N069
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1- 9009, Cayman Islands
Principal activities: 主要业务：	Investment Funds
Ultimate controlling shareholder: 最终控股股东：	No investors hold more than 30% interest in the fund.
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	N/A
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	N/A
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	N/A
Shareholder and interests held: 股东及持有权益：	N/A
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Infini Global Master Fund (“Infini”) is a multi- strategy discretionary investment fund with wide investor base, managed by Infini Capital Management Limited (無極資本管理有限公司) (“Infini Capital”). With dual headquarters in

Hong Kong and Abu Dhabi, Infini Capital is licensed by the SFC and the Abu Dhabi Global Market (ADGM) Financial Services Regulatory Authority (FSRA). Infini Capital is wholly-owned by Infini Capital Global, a Cayman Islands holding company. None of the investor holds 30% or more interest in Infini Capital Global. None of the investor holds 30% or more interest in the fund.

Infini Global Master Fund (「Infini」) 是一個擁有廣泛投資者基礎的多策略全權委託投資基金，由無極資本管理有限公司（「無極資本」）管理。無極資本的總部分別設於香港及阿布達比，並獲證監會及阿布達比全球市場金融服務監管局發牌。無極資本由開曼群島控股公司Infini Capital Global全資擁有。概無投資者於Infini Capital Global持有30%或以上的權益。概無投資者於基金持有30%或以上的權益。

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

Dated 16 December 2025

2025年 12 月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

**CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED - CHINA ORIENT
ENHANCED INCOME FUND**

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “**Agreement**”) is made on 16 December 2025

本协议于 2025 年 12 月 16 日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED - CHINA ORIENT ENHANCED INCOME FUND**, a company incorporated in Cayman Islands whose registered address is at Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the “**Investor**”);

CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED – CHINA ORIENT ENHANCED INCOME FUND，一家于开曼群岛注册成立的公司，其注册办事处地址为 Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands（「**投资者**」）；

- (3) **Guotai Junan Capital Limited** (国泰君安融资有限公司), a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited** (华泰金融控股(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「**华泰**」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited** (国泰君安证券(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Securities**”).

国泰君安证券(香港)有限公司 (**Guotai Junan Securities (Hong Kong) Limited**)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安证券**」）。

GTJA Capital and Huatai (in alphabetical order), as the “**Joint Sponsors**”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (the “**Joint Global Coordinator(s)**”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「**联席保荐人**」，国泰君安证券与华泰（按字母顺序排列）共同称之为「**整体协调人**」及「**联席全球协调人**」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售2,222,300股H股股份可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股 H股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际配售**」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「营业日」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「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；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「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；

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

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

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

「《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「**《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「**经济制裁法律**」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「**交易所参与者**」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“**FINI**” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“**Global Offering**” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

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

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“**H Share(s)**” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be

subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际配售**」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「**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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「**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、香港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；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「**征费**」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股股份首次于联交所主板上市的日期；

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

「**《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》；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「**《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；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“**Regulation S**” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on

any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

(a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；

(b) 属于或构成受制裁地区政府的一部分；

(c) 由上述任何一方拥有、控制或代表其行事；

(d) 位于、注册成立、居住于或自受制裁地区开展业务；或

(e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「附属公司」具有《公司条例》所给予的涵义；

“Unlisted Shares” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民币0.10元以人民币認購及繳足的普通股；

“U.S.” and “United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“US\$” or “US dollar” means the lawful currency of the United States;

「美元」指美国的法定货币；

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“Underwriters” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;

任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「包括」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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，均被视为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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares) as well as other applicable waivers and approvals and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（包括投资者股份）上市及买卖及其他适用的宽免及批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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（截至上市日期及延迟交付日期（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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the

delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

在不影响第 4.3 条的前提下，投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement,

the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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、传染性疾病的爆发、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。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that such disposal will comply with all applicable Laws.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第6条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations,

undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and its respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得，且应促使其控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that, to the best knowledge of the Investor, none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has into such arrangements or agreements.

投资者及其附属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何附属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何附属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be

within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules.;

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第8.08(3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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／或其各自代表的材料（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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

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／或其各自代表的材料为基础，作出或接收认购、收购或购买任何H股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and each of the Investor hereby respectively consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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。投资者谨此各自对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；

- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor has respectively relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际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董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor

Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者及代表或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

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) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date; and

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的

事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **"Regulators"**), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (**"Investor-related Information"**) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者或其实际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（「**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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人或其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons

described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「分销商」（定义见《证券法》S 规则）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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries, and save for CHINA ORIENT MULTI-STRATEGY MASTER FUND (being the Investor and its related entity(ies) participating in the Global Offering), the Investor and each of its associates (if any) is independent of, and not connected with, any other investors who have participated or will participate in the Global Offering and any of their associates;

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，且除CHINA ORIENT MULTI-STRATEGY MASTER FUND（即投资者及其于本次全球发售中参与投资的相关实体）之间的关系外，投资者及其各自的联系人（如有）均与参与或将参与本次全球发售的其他投资者及其各自的联系人独立且无任何关系；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers or, to the best knowledge of the Investor, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

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；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor respectively undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港证监会及中国证监会)的要求。投资者谨此同意,审阅向投资者及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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, save and except for any such costs, charges, losses or expenses arisen out of or in connection with gross negligence, wilful misconduct or fraud of any of the Indemnified Parties. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资亦者确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- 其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- 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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- 在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；
- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the

Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第4.15章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

7. **TERMINATION 终止**

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2, 4.6 or 4.7;

根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any material breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）或在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. **ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性**

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and their respective relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本

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发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from

the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: 36/F, One IFC, 1 Harbour View Street, Central, Hong Kong
地址：香港中环港景街一号国际金融中心一期36楼

Email: simonqian@coamci.com
电邮：

Attention: Qian Cheng
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com
电邮：

Attention: Project W Deal Team
联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. GENERAL 一般条款

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11 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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub- clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. **GOVERNING LAW AND JURISDICTION** 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (the “**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

凡因本协议引起或与本协议有关的任何争议、争论或索赔，或有关本协议的违反、终止或无效（统称为“争议”），均应根据提交仲裁申请时有效的《香港国际仲裁中心管理仲裁规则》通过仲裁解决。仲裁地点为香港，仲裁程序适用香港法律。仲裁庭由三名仲裁员组成，仲裁程序使用英语进行。仲裁庭作出的裁决及裁定为最终裁决，对各方均具约束力，并可在任何具有司法管辖权的法院登记及执行；各方在法律允许的范围内，不可撤销及无条件地放弃对该等裁决作出任何形式的上诉、复核或向任何司法机关寻求救济的权利。尽管有前述规定，在仲裁庭组成之前，各方仍有权向具有管辖权的法院申请临时禁制令或其他临时救济。于不损害国家法院司法管辖权项下可提供的临时或保全救济的前提下，仲裁庭有充分权力授予临时或保全救济，或命令各方请求法院修改或撤销任何该等法院已作出的临时或初步救济，并有权就任何一方未能遵守仲裁庭就此作出的命令而裁定损害赔偿。

12. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints China Orient International Asset Management Limited at 36/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于36/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong 的China Orient International Asset Management Limited 作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

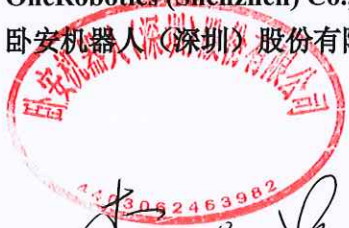
本协议仅以英文签立。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF
为及代表

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人(深圳)股份有限公司



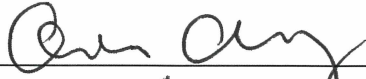
Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF

为及代表

CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED - CHINA ORIENT
ENHANCED INCOME FUND


Name 姓名: Qian Cheng
Title 职位: Head of Equity Investment

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司

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

Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司

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

Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 7,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于7,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR AND GUARANTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	Cayman Islands
Certificate of incorporation number: 注册成立证书编号：	IT-290457
Business registration number: 商业登记号码：	N/A
LEI number: 法人识别 （LEI）号 码：	254900J91UR8Z7A49B92
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	36/F, One IFC, 1 Harbour View St, Central QIAN Cheng : +852-39872879
Principal activities: 主要业务：	Investment-The fund invests in equities, bonds, private fund, foreign currencies, and other derivatives
Ultimate controlling shareholder: 最终控股股东：	The Ministry of Finance of the People's Republic of China
Place of incorporation of ultimate controlling PRC shareholder: 最终控股股东的注册成立地点：	
Business registration number and LEI number of N/A ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	Handling financial affairs in China
Shareholder and interests held: 股东及持有权益：	China Orient International Fund Management Limited holds 100% of China Orient Multi- Strategy Master Fund

Description of the Investor for insertion in the Prospectus:

投资者在招股章程的描述：

China Orient International Asset Management Limited (“China Orient International”) acts as the investment manager of China Orient Enhanced Income Fund (“China Orient EIF”) and China Orient Multi-Strategy Master Fund (“China Orient MSMF”), both being registered in the Cayman Islands. China Orient International Asset Management Limited was incorporated in Hong Kong with limited liability and is licensed with the SFC to carry on business in Type 1 (dealing on securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO. China Orient International Fund Management Limited, a company incorporated in the Cayman Islands with limited liability, is the sole management shareholder of China Orient EIF and China Orient MSMF. China Orient Asset Management (International) Holding Limited holds 30% or more interests in the funds. Both China Orient International Fund Management Limited and China Orient International Asset Management Limited are wholly-owned subsidiaries of China Orient Asset Management (International) Holding Limited. China Orient Asset Management (International) Holding Limited is ultimately controlled by Central Huijin Investment Ltd, a state-owned investment company, established in December 2003 and mandated to exercise the rights and the obligations as an investor in major state-owned financial enterprises, on behalf of the People’s Republic of China.

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

[Note: If the Investor or its ultimate controlling shareholder is listed on the Stock Exchange, please provide the stock code. Please also provide the relevant documents to support the description for verification purposes.]

[注：若投资者或其最终控股股东在联交所上市，请提供股票代码。另请提供相关证明文件以供核实之用。]

Dated 16 December 2025

2025年12月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

**CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED - CHINA ORIENT
MULTI-STRATEGY MASTER FUND**

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “Agreement”) is made on 16 December 2025

本协议于 2025 年 12 月 16 日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED - CHINA ORIENT MULTI-STRATEGY MASTER FUND**, a company incorporated in Cayman Islands whose registered address is at Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (the “**Investor**”);

CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED – CHINA ORIENT MULTI-STRATEGY MASTER FUND，一家于开曼群岛注册成立的公司，其注册办事处地址为 Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands （「**投资者**」）；

- (3) **Guotai Junan Capital Limited (国泰君安融资有限公司)**, a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited (华泰金融控股(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「**华泰**」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited** (国泰君安证券(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Securities**”).

国泰君安证券(香港)有限公司 (**Guotai Junan Securities (Hong Kong) Limited**)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安证券**」）。

GTJA Capital and Huatai (in alphabetical order), as the “**Joint Sponsors**”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (the “**Joint Global Coordinator(s)**”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「**联席保荐人**」，国泰君安证券与华泰（按字母顺序排列）共同称之为「**整体协调人**」及「**联席全球协调人**」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售2,222,300股H股股份可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股 H股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际配售**」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「营业日」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「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；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「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；

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

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

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

「《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「**《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「经济制裁法律」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「交易所参与者」应具有《上市规则》所赋予该术语的涵义。

“Fees Rules” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“FINI” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“Global Offering” has the meaning given to it in Recital (A);

「**全球发售**」具有叙文 (A) 赋予该词的涵义；

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

「**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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“Group” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「**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）；

“HK\$” or “Hong Kong dollar” means the lawful currency of Hong Kong;

「**港元**」指香港的法定货币；

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

「**香港**」指中国香港特别行政区；

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

「**香港公开发售**」具有叙文 (A) 赋予该词的涵义；

“H Share(s)” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be

subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际配售**」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「**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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「**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、香港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；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「**征费**」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股股份首次于联交所主板上市的日期；

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

「**《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》；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「**《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；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“**Regulation S**” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on

any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

(a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；

(b) 属于或构成受制裁地区政府的一部分；

(c) 由上述任何一方拥有、控制或代表其行事；

(d) 位于、注册成立、居住于或自受制裁地区开展业务；或

(e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「附属公司」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民币0.10元以人民币認購及繳足的普通股；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

「美元」指美国的法定货币；

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;
任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「包括」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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，均被视为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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares) as well as other applicable waivers and approvals and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（包括投资者股份）上市及买卖及其他适用的宽免及批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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（截至上市日期及延迟交付日期（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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the

delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

在不影响第 4.3 条的前提下，投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement,

the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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、传染性疾病的爆发、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。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that such disposal will comply with all applicable Laws.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第6条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations,

undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and its respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得，且应促使其控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that, to the best knowledge of the Investor, none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has into such arrangements or agreements.

投资者及其附属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何附属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何附属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be

within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules.;

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第8.08(3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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／或其各自代表的材料（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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

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／或其各自代表的材料为基础，作出或接收认购、收购或购买任何H股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and each of the Investor hereby respectively consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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。投资者谨此各自对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；

- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor has respectively relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际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董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor

Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者及代表或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

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) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date; and

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的

事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **"Regulators"**), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (**"Investor-related Information"**) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者或其实际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（「**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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人与其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons

described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销 H 股股份与任何「分销商」（定义见《证券法》S 规则）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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries, and save for CHINA ORIENT MULTI-STRATEGY MASTER FUND (being the Investor and its related entity(ies) participating in the Global Offering), the Investor and each of its associates (if any) is independent of, and not connected with, any other investors who have participated or will participate in the Global Offering and any of their associates;

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，且除CHINA ORIENT MULTI-STRATEGY MASTER FUND（即投资者及其于本次全球发售中参与投资的相关实体）之间的关系外，投资者及其各自的联系人（如有）均与参与或将参与本次全球发售的其他投资者及其各自的联系人独立且无任何关系；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers or, to the best knowledge of the Investor, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

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；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor respectively undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港证监会及中国证监会)的要求。投资者谨此同意,审阅向投资者及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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, save and except for any such costs, charges, losses or expenses arisen out of or in connection with gross negligence, wilful misconduct or fraud of any of the Indemnified Parties. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资亦者确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- 其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- 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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- 在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；
- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the

Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第4.15章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

7. **TERMINATION 终止**

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2, 4.6 or 4.7;

根据第 3.2 条、第 4.6 条或第 4.7 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any material breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）或在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. **ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性**

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and their respective relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本

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发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from

the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: 36/F, One IFC, 1 Harbour View Street, Central, Hong Kong
地址：香港中环港景街一号国际金融中心一期36楼

Email: simonqian@coamci.com
电邮：

Attention: Qian Cheng
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com
电邮：

Attention: Project W Deal Team
联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. GENERAL 一般条款

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. **GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权**

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (the “**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

凡因本协议引起或与本协议有关的任何争议、争论或索赔，或有关本协议的违反、终止或无效（统称为“争议”），均应根据提交仲裁申请时有效的《香港国际仲裁中心管理仲裁规则》通过仲裁解决。仲裁地点为香港，仲裁程序适用香港法律。仲裁庭由三名仲裁员组成，仲裁程序使用英语进行。仲裁庭作出的裁决及裁定为最终裁决，对各方均具约束力，并可在任何具有司法管辖权的法院登记及执行；各方在法律允许的范围内，不可撤销及无条件地放弃对该等裁决作出任何形式的上诉、复核或向任何司法机关寻求救济的权利。尽管有前述规定，在仲裁庭组成之前，各方仍有权向具有管辖权的法院申请临时禁制令或其他临时救济。于不损害国家法院司法管辖权项下可提供的临时或保全救济的前提下，仲裁庭有充分权力授予临时或保全救济，或命令各方请求法院修改或撤销任何该等法院已作出的临时或初步救济，并有权就任何一方未能遵守仲裁庭就此作出的命令而裁定损害赔偿。

12. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints China Orient International Asset Management Limited at 36/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于36/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong 的China Orient International Asset Management Limited 作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

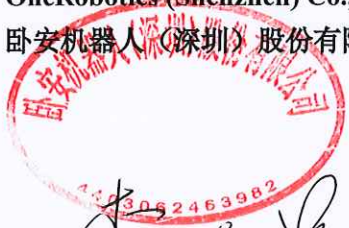
本协议仅以英文签立。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF
为及代表

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人(深圳)股份有限公司

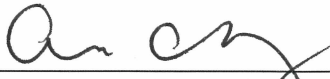


Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF
为及代表

CHINA ORIENT INTERNATIONAL ASSET MANAGEMENT LIMITED - CHINA ORIENT
MULTI-STRATEGY MASTER FUND



Name 姓名: Qian Cheng

Title 职位: Head of Equity Investment

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司



Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1 附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 3,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1) 相当于3,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构—香港公开发售—重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第8.08条及《上市规则》附录F1所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR AND GUARANTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	Cayman Islands
Certificate of incorporation number: 注册成立证书编号：	CB-272523
Business registration number: 商业登记号码：	N/A
LEI number: 法人识别 （LEI）号 码：	254900UNMKEJAPAJYA85
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	36/F, One IFC, 1 Harbour View St, Central QIAN Cheng : +852-39872879
Principal activities: 主要业务：	Investment-The fund invests in equities, bonds, private fund, foreign currencies, and other derivatives
Ultimate controlling shareholder: 最终控股股东：	The Ministry of Finance of the People's Republic of China
Place of incorporation of ultimate controlling PRC shareholder: 最终控股股东的注册成立地点：	
Business registration number and LEI number of N/A ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	Handling financial affairs in China
Shareholder and interests held: 股东及持有权益：	China Orient International Fund Management Limited holds 100% of China Orient Multi- Strategy Master Fund

Description of the Investor for insertion in the Prospectus:

投资者在招股章程的描述：

China Orient International Asset Management Limited (“China Orient International”) acts as the investment manager of China Orient Enhanced Income Fund (“China Orient EIF”) and China Orient Multi-Strategy Master Fund (“China Orient MSMF”), both being registered in the Cayman Islands. China Orient International Asset Management Limited was incorporated in Hong Kong with limited liability and is licensed with the SFC to carry on business in Type 1 (dealing on securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO. China Orient International Fund Management Limited, a company incorporated in the Cayman Islands with limited liability, is the sole management shareholder of China Orient EIF and China Orient MSMF. China Orient Asset Management (International) Holding Limited holds 30% or more interests in the funds. Both China Orient International Fund Management Limited and China Orient International Asset Management Limited are wholly-owned subsidiaries of China Orient Asset Management (International) Holding Limited. China Orient Asset Management (International) Holding Limited is ultimately controlled by Central Huijin Investment Ltd, a state-owned investment company, established in December 2003 and mandated to exercise the rights and the obligations as an investor in major state-owned financial enterprises, on behalf of the People’s Republic of China.

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

[Note: If the Investor or its ultimate controlling shareholder is listed on the Stock Exchange, please provide the stock code. Please also provide the relevant documents to support the description for verification purposes.]

[注：若投资者或其最终控股股东在联交所上市，请提供股票代码。另请提供相关证明文件以供核实之用。]

Dated 16 December 2025

2025年 12 月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

WIND SABRE FUND SPC
acting on behalf and for the account of
WIND SABRE OPPORTUNITIES FUND SP

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “Agreement”) is made on 16 December 2025

本协议于 2025 年12月 16日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **WIND SABRE FUND SPC**, an exempted company incorporated with limited liability and registered as a segregated portfolio company under the laws of the Cayman Island whose registered office is at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands and business address in Hong Kong at Unit 2602, 26/F, 100 Queen’s Road Central, Central, Hong Kong, acting on behalf and for the account of **Wind Sabre Opportunities Fund SP** (the “**Investor**”);

WIND SABRE FUND SPC，一家根据开曼群岛法律注册成立、具有限责任并登记为独立投资组合公司（segregated portfolio company）的豁免公司，其注册办事处地址为 Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands，并于香港的营业地址为香港中环皇后大道中100号26楼2602室，代表 **Wind Sabre Opportunities Fund SP** 并为其账户行事（「**投资者**」）；

- (3) **Guotai Junan Capital Limited** (国泰君安融资有限公司), a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited** (华泰金融控股(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规

管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「华泰」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited (国泰君安证券(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Securities**”).

国泰君安证券(香港)有限公司（**Guotai Junan Securities (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「国泰君安证券」）。

GTJA Capital and Huatai (in alphabetical order), as the “**Joint Sponsors**”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (the “**Joint Global Coordinator(s)**”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「**联席保荐人**」，国泰君安证券与华泰（按字母顺序排列）共同称之为「**整体协调人**」及「**联席全球协调人**」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售2,222,300 H股股份可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000 H股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际配售**」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「**营业日**」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「**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；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「**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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「**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；

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

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

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

「**《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「**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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「**《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities

convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「经济制裁法律」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「交易所参与者」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“**FINI**” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“**Global Offering**” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

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

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“**H Share(s)**” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际配售**」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「**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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「**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、香港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；

“**Lender**” has the meaning given to it in Clause 5.6;

「**贷款方**」具有第 5.6 条中赋予的含义；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「**征费**」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股股份首次于联交所主板上市的日期；

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

「《**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》；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「《**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；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

「订约方」或单数形式的「订约方」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“**Regulation S**” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「**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）；

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

- (a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;
- (b) that is, or is part of, a government of a Sanctioned Territory;
- (c) owned or controlled by, or acting on behalf of, any of the foregoing;
- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

- (a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；
- (b) 属于或构成受制裁地区政府的一部分；
- (c) 由上述任何一方拥有、控制或代表其行事；
- (d) 位于、注册成立、居住于或自受制裁地区开展业务；或
- (e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「股份」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「联交所」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「附属公司」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民币0.10元以人民币認購及繳足的普通股；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

「美元」指美国的法定货币；

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;

任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (i) references to “include”, “includes” and “including” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「包括」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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. **INVESTMENT 投资**

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for

the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor

respectively under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. Each of the Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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／或其各自附属人士）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，或延迟交付日期，按本公司及整体协调人（或／其附属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调

人各自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。在该等情况下，本公司、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor, its respective close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not, shall procure the Investor will not, and both of them shall procure that none of their respective controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得，且应促使其控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor, its respective affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事

（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

- 5.6 The Investor may obtain external financing from Nomura International plc (the “Lender”) to finance its subscription of the Investor Shares. The Investor represents that the loan, if obtained, will be on normal commercial terms after arm’s length negotiations. The Investor further undertakes to give a prompt notice to the Joint Sponsors and the Overall Coordinators in writing, before the financing arrangement is executed, about such financing arrangement with details to be included in the Prospectus. The Investor further confirms and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that none of the Investor Shares to be subscribed for by the Investor shall be charged to any third party including the Lender as security for such loan.

投资者可向 Nomura International plc（“贷款方”）取得外部融资，以为其认购投资者股份提供资金。投资者声明，如取得该等贷款，有关贷款将经公平磋商并按正常商业条款订立。投资者进一步承诺，在有关融资安排订立前，将以书面形式尽快通知联席保荐人及整体协调人该等融资安排，并提供将纳入招股章程披露的有关详情。投资者进一步向本公司、联席保荐人及整体协调人确认及承诺，其将不会就其拟认购的任何投资者股份向任何第三方（包括贷款方）设立任何形式的质押、抵押或其他担保权益以作为该等贷款的担保。

6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES** 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.15 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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 4.15 章而作出的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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的 50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection

with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "Authorized Recipients") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, its respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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附属人士、附属公司、董事、监事（如适用）、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(p)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(p)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附属人士或联系人的H股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor, its respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, its respective representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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／或其各自代表的材料（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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, its respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials

which may have been provided (whether in writing or verbally) to the Investor, its respective representatives shall form the basis of any contract or commitment whatsoever;

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）均不构成任何合约或承担的基础；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, its respective representatives; and

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股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and each of the Investor hereby respectively consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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）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) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, each of the Investor has respectively relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际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董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合

伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表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) The Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market

Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or their respective subsidiaries will arise;

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各自的联系人、联属人士、董事、监事（如适用）、高级人员、雇员、顾问、代理或投资者代表或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

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；

- (cc) The Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date; and

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，须于上市日期前一天香港时间上午8时正之前缴付；及

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of each of the Investor enforceable against it in accordance with the terms of this Agreement;

本协议已获投资者及妥为授权、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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「**批准**」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument

binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, its respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, or its respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (“**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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 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 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) 投资者或其实益拥有人

和联系人与公司及其任何股东之间的任何关联关系（「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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人或其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor, its respective beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing

Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The

term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor, its respective beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「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) neither Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries; the Investor and its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

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；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

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；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

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

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies

of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor respectively undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;

其依据中国法律妥为注册成立及有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

在满足付款后及第 5.1 条规定的禁售期的条件下，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红股股份享有同等地位；

- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors, its respective affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理概不与任何投资者、或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理签订任何的协议或安排，包括任何与《上市规则》不一致（包括《上市指南》第 4.15 章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. **TERMINATION 终止**

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and their respective relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a

need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidentiality obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: Unit 2602, 26/F, 100 Queen's Road Central, Central, Hong Kong

地址：

Email: fundops@windsabreCAP.com

电邮：

Attention: Alan Yuk

联络人：

If to GTJA Capital and GTJA Securities, to:

若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk

电邮：

Attention: Project W Team

联络人：

If to Huatai, to:

若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com

电邮：

Attention: Project W Deal Team

联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. GENERAL 一般条款

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company, the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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任何违反行为的豁免不得生效或被默示生效。

- 10.13 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Shenzhen Court of International Arbitration, in accordance with the SCIA Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由深圳国际仲裁院根据其当时有效的仲裁规则所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，仲裁语言为中文，仲裁庭由三名仲裁员组成。为免生疑问，本协议不构成本条款或其他条款下预期的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. IMMUNITY 豁免权

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. COUNTERPARTS 副本

- 13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

14. ENGLISH VERSION PREVAIL 以英文版本为准

- 14.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity

between the English version and the Chinese version of this Agreement, the English version shall prevail.

本协议仅以英文签订。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF

为及代表

OneRobotics (Shenzhen) Co., Ltd.

卧安机器人(深圳)股份有限公司

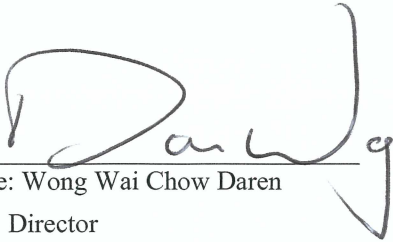


Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

**FOR AND ON BEHALF OF:
WIND SABRE FUND SPC
acting on behalf and for the account of
WIND SABRE OPPORTUNITIES FUND SP**

By:

A handwritten signature in dark ink, appearing to read 'Daren Wong', is written over a horizontal line.

Name: Wong Wai Chow Daren

Title: Director

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司

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

Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

SCHEDULE 1 附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1) 相当于5,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	Cayman Islands
Certificate of incorporation number: 注册成立证书编号：	WC-133730
Business registration number: 商业登记号码：	N/A
LEI number: 法人识别 （LEI）号 码：	254900XHQB4WH7R6S219
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	Unit 2602, 26/F, 100 Queen's Road Central, Central, Hong Kong Tel: +852 2116 2361 Contact person: Alan Yuk
Principal activities: 主要业务：	Hedge fund
Ultimate controlling shareholder: 最终控股股东：	Wind Sabre Capital Limited
Place of incorporation of ultimate controlling Hong Kong shareholder: 最终控股股东的注册成立地点：	
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	2549008OOJKQDVN23U69
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	Asset management
Shareholder and interests held: 股东及持有权益：	100%

Description of the Investor for insertion in the Prospectus:

投资者在招股章程的描述：

Wind Sabre Fund SPC on behalf of Wind Sabre Opportunities Fund SP (“**Wind Sabre**”) is a fund established in the Cayman Islands. Wind Sabre Fund SPC is a Segregated Portfolio Company incorporated in the Cayman Islands with limited liabilities and is an Independent Third Party, and Wind Sabre Opportunities Fund SP is a segregated portfolio of Wind Sabre Fund SPC. Wind Sabre Fund SPC is controlled by Wind Sabre Capital Limited as the investment manager, which is a company incorporated in Hong Kong and licensed to carry out type 9 (asset management) regulated activities under the SFO in Hong Kong by the SFC. Well Smart Developments Limited, which is wholly owned by Chow Tai Fook (Nominee) Limited, an Independent Third Party, is the only investor who holds over 30% interest in the fund. No single ultimate beneficial owner holds 30% or more interest in Chow Tai Fook (Nominee) Limited.

Wind Sabre may obtain external financing from a prime broker (the “**Prime Broker**”) to finance its subscription of H Shares. The loan(s), if obtained, will be on normal commercial terms after arm’s length negotiations. The H Shares to be subscribed for by Wind Sabre will not be charged to the Prime Broker as security for such loan(s).

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

Dated 16 December 2025

2025年12月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

Yield Royal Investment Holding (Singapore) PTE. LTD.

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “Agreement”) is made on 16 December 2025

本协议于 2025 年12月16日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “Company”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「本公司」）；

- (2) **Yield Royal Investment Holding (Singapore) PTE. LTD.**, a company incorporated in the Republic of Singapore whose registered address is at 19 Goodwood Hill, Singapore 258913 (the “Investor”);

Yield Royal Investment Holding (Singapore) PTE. LTD.，一家根据新加坡共和国法律注册成立的公司，其注册地址为新加坡 258913, Goodwood Hill 19 号（「投资者」）；

- (3) **Guotai Junan Capital Limited (国泰君安融资有限公司)**, a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“GTJA Capital”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「国泰君安融资」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited (华泰金融控股(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“Huatai”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「华泰」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited (国泰君安证券(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No.

ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“GTJA Securities”).

国泰君安证券(香港)有限公司 (Guotai Junan Securities (Hong Kong) Limited)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「国泰君安证券」）。

GTJA Capital and Huatai (in alphabetical order), as the “Joint Sponsors”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “Overall Coordinator(s)”) and the joint global coordinators (the “Joint Global Coordinator(s)”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「联席保荐人」，国泰君安证券与华泰（按字母顺序排列）共同称之为「整体协调人」及「联席全球协调人」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “Global Offering”) comprising:

本公司已提出申请以全球发售（「全球发售」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “Hong Kong Public Offering”), and

本公司公开发售2,222,300 H股股份可予重新分配）以供于香港公众认购（「香港公开发售」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “International Offering”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际配售」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「**营业日**」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「**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》赋予的含义；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「**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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「**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；

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

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

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

「**《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「**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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权

益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「**经济制裁法律**」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“**Exchange Participant**” shall have the meaning ascribed to such term in the Listing Rules;

「**交易所参与者**」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“FINI” has the meaning ascribed thereto under the Listing Rules;

「FINI」具有《上市规则》赋予该词之涵义；

“Global Offering” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“Group” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

“HK\$” or “Hong Kong dollar” means the lawful currency of Hong Kong;

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“H Share(s)” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「H股」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“Indemnified Parties” has the meaning given to it in clause 6.5, and “Indemnified Party” shall mean any one of them, as the context shall require;

「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；

“International Offering” has the meaning given to it in Recital (A);

「国际配售」具有叙文 (A) 赋予该词的涵义；

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「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；

“Investor-related Information” has the meaning given to it in clause 6.2(i);

「投资者相关信息」具有第 6.2(i) 条中赋予的含义；

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「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股股份数目；

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「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、香港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；

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「征费」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“Listing Date” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「上市日期」指H股股份首次于联交所主板上市的日期；

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

「《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》；

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「《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；

“Lock-up Period” has the meaning given to it in clause 5.1;

「禁售期」具有第 5.1 条赋予该词的涵义；

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「OFAC」指美国财政部外国资产控制办公室；

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

「超额配股权」具有国际配售通函赋予该词的涵义；

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

「订约方」或单数形式的「订约方」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“Regulation S” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“Regulators” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

- (a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；
- (b) 属于或构成受制裁地区政府的一部分；
- (c) 由上述任何一方拥有、控制或代表其行事；
- (d) 位于、注册成立、居住于或自受制裁地区开展业务；或
- (e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「**附属公司**」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民幣0.10元以人民幣認購及繳足的普通股；

“U.S.” and “United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“US\$” or “US dollar” means the lawful currency of the United States;

「美元」指美国的法定货币；

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“Underwriters” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;
任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「**包括**」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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、确认及契约；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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business

days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前两个（2）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and

terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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及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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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。在该等情况下，本公司、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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（定义见香港证监会的《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H股股份的市场混乱和虚假。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations

under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering, except where permitted under the applicable paragraphs of Chapter 4.15 of the Listing Guide and the listing Rules, and/or in accordance with any relevant waivers or consents granted by the Stock Exchange.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得且应促使控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。除非获联交所另行豁免，根据《上市指引》第 4.15 章及《上市规则》适用条文（以及联交所授出的任何相关豁免或同意）。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的 50%;

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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附属人士或联系人的H股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

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／或其各自代表的材料为基础，作出或接收认购、收购或购买任何H股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in

determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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）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) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor has respectively relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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及（包括其董事、监事（如适

用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附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附属人士不因使用该等信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and

will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者及其代表或其附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

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；

- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date.

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall

Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not

invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up

restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”) within the time and as requested by any of the Regulators. Each of the Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者或其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（「**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信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人或其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

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；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and

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

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资亦者确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；

- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第4.15章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. **TERMINATION 终止**

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者的背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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、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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: 19 Goodwood Hill, Singapore 258913
地址：19 Goodwood Hill, Singapore 258913

Email: Sophia@yrinvestment.net
电邮：

Attention: Chang Hongna

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com
电邮：

Attention: Project W Deal Team
联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. **GENERAL 一般条款**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no

such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or

implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Shenzhen Court of International Arbitration, in accordance with the SCIA Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由深圳国际仲裁院根据其当时有效的仲裁规则所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，仲裁语言为中文，仲裁庭由三名仲裁员组成。为免生疑问，本协议不构成本条款或其他条款下预期的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints LEDGESTONE ENTERPRISE LIMITED at 11/F, Yue Thai Commercial Building, Connaught Road Central, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于上环干诺道中豫泰商业大厦11层的LEDGESTONE ENTERPRISE LIMITED作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

本协议仅以英文签立。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF

为及代表

OneRobotics (Shenzhen) Co., Ltd.

卧安机器人(深圳)股份有限公司



Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF:
为及代表

YIELD ROYAL INVESTMENT HOLDING (SINGAPORE) PTE. LTD.

By:
签署:



Name: CHANG HONGNA
姓名: 常红娜

Title: Director
职衔: 董事

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司



Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 4,980,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于4,980,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者的详情

Place of incorporation or establishment: 注册或成立地点：	Singapore
Certificate of incorporation number: 注册成立证书编号：	202107462D
Business registration number: 商业登记号码：	202107462D
LEI number: 法人识别 (LEI) 号 码：	NA
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	19 Goodwood Hill, Singapore 258913 Chang Hongna +65 9877 1625
Principal activities: 主要业务：	公司公司主业从事国际大宗商品贸易，并且 在全球范围内进行资本市场投资
Ultimate controlling shareholder: 最终控股股东：	Chang Hongna
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	Singapore
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 (LEI 号码)：	NA
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	NA
Shareholder and interests held: 股东及持有权益：	100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Yield Royal Investment Holding (Singapore) PTE. LTD. Yield Royal Investment Holding (Singapore) PTE. LTD. (「Yield Royal Investment」) 为新加坡 注册公司，主要从事国际大宗商品贸易，并在 全球范围内进行资本市场投资。其当前投资覆

盖多个行业领域，包括 TMT、先进制造、新经济及生物医药等。Yield Royal Investment 以实现长期及稳定的价值回报为目标。凭借东南亚地区独特的区位优势，公司将持续推行以资本支持与资源整合相结合的双引擎发展战略，助力亚太地区及中国内地的优质企业加快全球化发展步伐。

Yield Royal Investment 的全部已发行股本由 Gallantlion Resources Pte. Ltd. 持有。Gallantlion Resources Pte. Ltd. 为一家根据新加坡法律注册成立的股份有限公司，其全部已发行股本由独立第三方Chang Hongna女士全资拥有。

Yield Royal Investment Holding (Singapore) PTE. LTD. (“**Yield Royal Investment**”) is a company incorporated in Singapore. The company is primarily engaged in international commodity trading and conducts global capital market investments. Currently, its investments span various industries, including TMT, advanced manufacturing, new economy, and bio-pharmaceuticals, among others. Yield Royal Investment aims to achieve long-term and stable value returns. Leveraging on Southeast Asia’s unique geographical advantages, the company will continue to pursue a twin-engine strategy combining capital support and resource integration, empowering high-quality enterprises from the Asia-Pacific region and mainland China to accelerate their global expansion.

The entire issued share capital of Yield Royal Investment is owned by Gallantlion Resources Pte. Ltd., a private company limited by shares incorporated under the laws of Singapore, which in turn is wholly owned by Ms. Chang Hongna (常紅娜), an independent third party.

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

Dated 16 December 2025

2025年 12 月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

Sage Partners Master Fund

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “**Agreement**”) is made on 16 December 2025

本协议于 2025 年 12 月 16 日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **SAGE PARTNERS MASTER FUND**, a company incorporated in Cayman Islands whose registered office is at P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands, KY1-1104 (the “**Investor**”);

SAGE PARTNERS MASTER FUND，一家在开曼群岛注册成立的公司，其注册办事处位于P.O. Box 309, Ugland House, Grand Cayman, Cayman Islands, KY1-1104（「**投资者**」）；

- (3) **Guotai Junan Capital Limited** (国泰君安融资有限公司), a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited** (华泰金融控股(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「**华泰**」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited (国泰君安证券(香港)有限公司)**, a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No. ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Securities**”).

国泰君安证券(香港)有限公司 (**Guotai Junan Securities (Hong Kong) Limited**)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安证券**」）。

GTJA Capital and Huatai (in alphabetical order), as the “**Joint Sponsors**”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (the “**Joint Global Coordinator(s)**”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「**联席保荐人**」，国泰君安证券与华泰（按字母顺序排列）共同称之为「**整体协调人**」及「**联席全球协调人**」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”, and

本公司公开发售2,222,300股H股股份可予重新分配）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股H股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「**国际配售**」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「营业日」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「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》赋予的含义；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「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；

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

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

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

「《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「**《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「**经济制裁法律**」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「**交易所参与者**」应具有《上市规则》所赋予该术语的涵义。

“**Fees Rules**” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“**FINI**” has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有《上市规则》赋予该词之涵义；

“**Global Offering**” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

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

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“**H Share(s)**” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be

subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「**H股**」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际配售**」具有叙文 (A) 赋予该词的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**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；

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

「**投资者相关信息**」具有第 6.2(i) 条中赋予的含义；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「**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股股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「**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、香港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；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「**征费**」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股股份首次于联交所主板上市的日期；

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

「**《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》；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「**《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；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第 5.1 条赋予该词的涵义；

“**OFAC**” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「**OFAC**」指美国财政部外国资产控制办公室；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

「**超额配股权**」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

「**订约方**」或单数形式的「**订约方**」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“**Regulation S**” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on

any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

(a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；

(b) 属于或构成受制裁地区政府的一部分；

(c) 由上述任何一方拥有、控制或代表其行事；

(d) 位于、注册成立、居住于或自受制裁地区开展业务；或

(e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「附属公司」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「非上市股份」指公司股本中每股面值人民币0.10元以人民币认购及缴足的普通股；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

「美元」指美国的法定货币；

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:
除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes areference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re- enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;
任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「包括」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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，均被视为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. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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或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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than five (5) clear business

days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前五个（5）完整营业日书面通知投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and

terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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。在该等情况下，本公司、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in during the Lock-up Period; (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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 订立在**禁售期内**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（定义见香港证监会的《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时书面通知本公司，并确保：(a)该出售符合所有适用法律；及(ab)投资者将尽最大努力确保该出售不会造成H股股份的市场混乱和虚假。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations

under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall not, and shall procure that its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得，且应促使其控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的 50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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附属人士或联系人的H股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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／或其各自代表的材料（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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its respective representatives; and

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股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in

determining whether to invest in the Investor Shares and the Investor hereby respectively consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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）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。投资者谨此各自对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；

- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, each of the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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及（包括其董事、监事（如适

用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附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附属人士不因使用该等信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and

will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者代表或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii)香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

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；

- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date.

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring

the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of each of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any

condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including,

without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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) 投资者或其实际受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（「**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信息；

- (j) The Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人或其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

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》

（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股股份与任何「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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries, and save for Sage Sunshine 1 Limited (being the Investor and its related entity(ies) participating in the Global Offering), the Investor and each of its associates (if any) is independent of, and not connected with, any other investors who have participated or will participate in the Global Offering and any of their associates.

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，且除 Sage Sunshine 1 Limited（即投资者及其于本次全球发售中参与投资的相关实体）之间的关系外，投资者及其各自的联系人（如有）均与参与或将参与本次全球发售的其他投资者及其各自的联系人独立且无任何关系；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

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；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;

其依据中国法律妥为注册成立及有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;

在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；

- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第4.15章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. **TERMINATION 终止**

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market

Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:
若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: Room 4331, Level 43, AIA Tower, 183 Electric Road, North Point
地址：北角电气道183号友邦大厦43楼4331室

Email: jwang@sagepartnersfunds.com
电邮：

Attention: Jeffrey Wang
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com
电邮：

Attention: Project W Deal Team
联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. **GENERAL 一般条款**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11 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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company, the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Shenzhen Court of International Arbitration, in accordance with the SCIA Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of

doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由深圳国际仲裁院根据其当时有效的仲裁规则所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，仲裁语言为中文，仲裁庭由三名仲裁员组成。为免生疑问，本协议不构成本条款或其他条款下预期的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

基于不方便法院原则或其他原因放弃就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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or

revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints Sage Partners Limited at Room 4331, Level 43, AIA Tower, 183 Electric Road, North Point, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于香港北角电气道183号友邦大厦43楼4331室的Sage Partners Limited作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

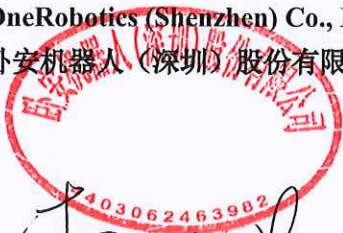
本协议仅以英文签订。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。


IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF
为及代表

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人(深圳)股份有限公司




Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF
Sage Partners Master Fund

A handwritten signature in black ink, appearing to read 'Jeffrey Wang', is positioned above a horizontal line.

Name: Jeffrey Wang

Title: Director

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司



Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 3,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于3,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	Cayman Islands
Certificate of incorporation number: 注册成立证书编号：	MC-359599
Business registration number: 商业登记号码：	N/A
LEI number: 法人识别 （LEI）号 码：	5493004WYMIPZSSX8182
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	Room 4331, Level 43, AIA Tower, 183 Electric Road, North Point, Hong Kong Jeffrey Wang Tel: (+852) 3975-1011
Principal activities: 主要业务：	Investment Fund
Ultimate controlling shareholder: 最终控股股东：	N/A
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	N/A
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	N/A
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	N/A
Shareholder and interests held: 股东及持有权益：	N/A
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Sage Partners Master Fund (“Sage Partners Master Fund”) is an exempted company with limited liability incorporated in the Cayman Islands, and is managed by Sage Partners Limited, a Hong Kong

incorporated SFC Type 9 licensed investment management company established in 2019. The ultimate beneficial owner of Sage Partners Limited is Mr. Wang Fei (王斐). Sage Partners Master Fund is a discretionary fund investing in emerging technologies with a long-term fundamental-based approach. None of the investors in Sage Partners Master Fund holds 30% or more of its interest. To the best knowledge of our Directors, each of Sage Partners Master Fund and its management company is an Independent Third Party.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:	Cornerstone investor
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：	

Dated 16 December 2025

2025年12月16日

OneRobotics (Shenzhen) Co., Ltd.
卧安机器人（深圳）股份有限公司

Sage Sunshine 1 Limited

Guotai Junan Capital Limited
国泰君安融资有限公司

Huatai Financial Holdings (Hong Kong) Limited
华泰金融控股(香港)有限公司

Guotai Junan Securities (Hong Kong) Limited
国泰君安证券(香港)有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

競天公誠律師事務所
JINGTIAN & GONGCHENG

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THIS AGREEMENT (this “**Agreement**”) is made on 16 December 2025

本协议于 2025 年 12 月16日订立

BETWEEN:

订约方：

- (1) **OneRobotics (Shenzhen) Co., Ltd.**, a joint stock company incorporated under the laws of the People’s Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao’an District, Shenzhen, Guangdong Province, The People’s Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen’s Road East, Wan Chai, Hong Kong (the “**Company**”);

卧安机器人（深圳）股份有限公司，于中华人民共和国注册成立之股份有限公司，注册地址为中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心1706室，其香港主要营业地址为香港湾仔皇后大道东248号大新金融中心40楼（「**本公司**」）；

- (2) **Sage Sunshine 1 Limited**, a company incorporated in the British Virgin Islands (BVI) whose registered office is Kingston Chambers PO Box 173 Road Town, Tortola British Virgin Islands (the “**Investor**”);

Sage Sunshine 1 Limited，一家在英属处女群岛注册成立的公司，其注册办事处位于 Kingston Chambers PO Box 173 Road Town, Tortola British Virgin Islands（「**投资者**」）；

- (3) **Guotai Junan Capital Limited** (国泰君安融资有限公司), a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the SFO (CE No. AGS488) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“**GTJA Capital**”);

国泰君安融资有限公司（**Guotai Junan Capital Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第6类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AGS488）而其主要业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「**国泰君安融资**」）；

- (4) **Huatai Financial Holdings (Hong Kong) Limited** (华泰金融控股(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the SFO (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and

华泰金融控股(香港)有限公司（**Huatai Financial Holdings (Hong Kong) Limited**），一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）、第3类（杠杆式外汇交易）、第4类（就证券提供意见）、第6类（就机构融资提供意见）、第7类（提供自动化交易服务）及第9类（资产管理）受规管活动的持牌法团（中央编号：AOK809）而其主要业务地点为香港中环皇后大道中99号中环中心62楼（「**华泰**」）；及

- (5) **Guotai Junan Securities (Hong Kong) Limited** (国泰君安证券(香港)有限公司), a licensed corporation with the SFC to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts) and Type 4 (Advising on Securities) regulated activities under the SFO (CE No.

ABY236) whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong (“GTJA Securities”).

国泰君安证券(香港)有限公司 (Guotai Junan Securities (Hong Kong) Limited)，一家在香港法律第571章《证券及期货条例》下持有香港证监会第1类（证券交易）、第2类（期货合约交易）和第4类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：ABY236）而其业务地点为香港中环皇后大道中181号新纪元广场26-28字楼（「国泰君安证券」）。

GTJA Capital and Huatai (in alphabetical order), as the “Joint Sponsors”, GTJA Securities and Huatai (in alphabetical order) as the overall coordinators (the “Overall Coordinator(s)”) and the joint global coordinators (the “Joint Global Coordinator(s)”).

（国泰君安融资与华泰（按字母顺序排列）共同称之为「联席保荐人」，国泰君安证券与华泰（按字母顺序排列）共同称之为「整体协调人」及「联席全球协调人」）

WHEREAS:

鉴于：

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「全球发售」）的方式使其H股（定义见下文）于联交所主板上市，包括：

- (i) a public offering by the Company for subscription of 2,222,300 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**, and

本公司公开发售2,222,300股H股股份可予重新分配）以供于香港公众认购（「香港公开发售」）；及

- (ii) a conditional placing of 20,000,000 H Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售20,000,000股H股股份（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（「国际配售」）。

- (B) GTJA Capital and Huatai (in alphabetical order) are acting as the Joint Sponsors of the Global Offering; GTJA Securities and Huatai (in alphabetical order) are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

国泰君安融资及华泰（按英文字母顺序）正担任全球发售的联席保荐人；国泰君安证券及华泰（按英文字母顺序）正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

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。

IT IS AGREED as follows:

茲协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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；

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

「**会财局**」指香港会计及财务报告局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(g);

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;

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

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

「**营业日**」指香港持牌银行通常开门办理业务，且香港联合交易所有限公司开放以办理证券买卖业务之任何日子（星期六、星期日或香港公众假期除外）；

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

「**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》赋予的含义；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「**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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「**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；

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

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

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

「**《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；

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「**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；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

「**关联关系**」应具有中国证监会备案规则赋予该词的涵义；

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

「《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；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「**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；

“**CSRC**” means China Securities Regulatory Commission;

「**中国证监会**」指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

「**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；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售及国际发售的承销协议已订立并已成为无条件且未被终止的前提下，由整体协调人根据第4.3条通知投资者的较后日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

「**处置**」包括（就任何相关股份而言）直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over of agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

对相关股份的任何法定或实益权益，或任何可转换为、可行使为或可交换为该等相关股份的其他证券，或代表取得该等相关股份权利的任何证券，或其中任何权

益，直接或间接、有条件或无条件地提呈发售、质押、设定押记、出售、抵押、借出、设立、转让、转授或以其他方式处置（包括通过设立或订立任何协议而设立，或出售、授予或同意出售、授予任何期权或合约，或订约购买、认购、借出或以其他方式转让或处置，或购买或同意购买任何期权、合约、认股权证或出售权利，或设立或同意设立任何产权负担），或对其设立任何性质的第三方权利，或订立任何相关协议；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

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) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly;

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；

“Economic Sanctions Law” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

「**经济制裁法律**」指由美国财政部海外资产控制办公室（OFAC）、美国国务院、美国财政部、联合国、英国国王陛下财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家的经济制裁主管机构所实施的任何经济或金融制裁法律法规；

“Exchange Participant” shall have the meaning ascribed to such term in the Listing Rules;

「**交易所参与者**」应具有《上市规则》所赋予该术语的涵义。

“Fees Rules” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

「《费用规则》」指香港联交所不时于其网站《费用规则》部分发布的，关于上市或发行费用及征费、交易费用、经纪佣金及与已上市或拟上市证券交易相关的其他收费的规则；

“FINI” has the meaning ascribed thereto under the Listing Rules;

「FINI」具有《上市规则》赋予该词之涵义；

“Global Offering” has the meaning given to it in Recital (A);

「全球发售」具有叙文 (A) 赋予该词的涵义；

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

「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、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、香港证监会和中国证监会）；

“Group” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of the Company at that time;

「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）；

“HK\$” or “Hong Kong dollar” means the lawful currency of Hong Kong;

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

「香港公开发售」具有叙文 (A) 赋予该词的涵义；

“H Share(s)” means overseas-listed, foreign-invested, ordinary shares issued by the Company with a nominal value of RMB0.10 each in the share capital of the Company, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for listing and permission to trade on the Stock Exchange;

「H股」指由公司发行的公司股本中每股面值人民币0.10元的境外上市外资普通股，将以港元认购及买卖并已就其获准于联交所上市及买卖提出申请；

“Indemnified Parties” has the meaning given to it in clause 6.5, and “Indemnified Party” shall mean any one of them, as the context shall require;

「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；

“International Offering” has the meaning given to it in Recital (A);

「国际配售」具有叙文 (A) 赋予该词的涵义；

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「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；

“Investor-related Information” has the meaning given to it in clause 6.2(i);

「投资者相关信息」具有第 6.2(i) 条中赋予的含义；

“Investor Shares” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

「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股股份数目；

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitations, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

「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、香港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；

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

「征费」在各种情况下指总投资金额的 0.0027% 的香港证监会交易征费（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%的会财局交易征费（或于上市日期的当前征费）；

“Listing Date” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「上市日期」指H股股份首次于联交所主板上市的日期；

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

「《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》；

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

「《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；

“Lock-up Period” has the meaning given to it in clause 5.1;

「禁售期」具有第 5.1 条赋予该词的涵义；

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury;

「OFAC」指美国财政部外国资产控制办公室；

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

「超额配股权」具有国际配售通函赋予该词的涵义；

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

「订约方」或单数形式的「订约方」指本协议的合约一方或各方；

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

「中国」指中华人民共和国，惟在本协议使用中该简称并不包括香港、澳门特别行政区及台湾地区；

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「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）；

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「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；

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「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；

“Regulation S” means Regulation S under the Securities Act;

「S 规例」指根据《证券法》下之 S 规例；

“Regulators” has the meaning given to it in clause 6.2(i);

「监管机构」具有第 6.2(i) 条赋予该词的涵义；

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any H Shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「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）；

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

- (a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;
- (b) that is, or is part of, a government of a Sanctioned Territory;
- (c) owned or controlled by, or acting on behalf of, any of the foregoing;
- (d) located, organized or resident in or operating from a Sanctioned Territory; or
- (e) otherwise targeted under any Economic Sanctions Laws;

「**受制裁人士**」指任何个人、组织或实体，该个人、组织或实体本身，或其被任何受制裁人士持有50%或以上权益或控制，并且符合下列任何一项条件：

- (a) 被列入由OFAC、美国国务院管理的名单（包括但不限于“特别指定国民及被封锁人员名单”），或被列入联合国或任何其他国家根据经济制裁法律发布的目标对象名单；
- (b) 属于或构成受制裁地区政府的一部分；
- (c) 由上述任何一方拥有、控制或代表其行事；
- (d) 位于、注册成立、居住于或自受制裁地区开展业务；或
- (e) 以其他方式受任何经济制裁法律针对；

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

「**受制裁地区**」指任何根据经济制裁法律而受到普遍性出口、进口、金融或投资禁运的国家或其他地区，截至本协议签署之日，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、朝鲜及叙利亚；

“**Securities Act**” means the United States Securities Act of 1933, as amended;

「**《证券法》**」指《1933年美国证券法》（经修订）；

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

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**《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）；

“**Shares**” means ordinary share(s) with nominal value of RMB0.10 each in the share capital of the Company, comprising the Unlisted Shares and the H Shares

「**股份**」指公司股本中每股面值人民币0.10元的普通股，包括公司的非上市股份及H股

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「**附属公司**」具有《公司条例》所给予的涵义；

“**Unlisted Shares**” means ordinary Shares in the share capital of the Company with a nominal value of RMB0.10 each, which are subscribed for and paid up in RMB;

「**非上市股份**」指公司股本中每股面值人民币0.10元以人民币认购及缴足的普通股；

“U.S.” and “United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「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；

“US\$” or “US dollar” means the lawful currency of the United States;

「美元」指美国的法定货币；

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act; and

「美国人士」具有《证券法》下的 S 规例所给予的涵义；及

“Underwriters” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

「承销商」指香港公开发售的香港承销商及国际发售的国际承销商。

1.2 In this Agreement, unless the context otherwise requires:

除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

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) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

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) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

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）；

- (ii) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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；

- (iii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

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

- (iv) to any subordinate legislation made under it;
任何按该法规或条文所订立的附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

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、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「**包括**」一词均应被诠释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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. **INVESTMENT 投资**

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

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) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人及／或其联属人士（以国际配售相关部分的国际包销商的代表身份），投资者将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（按发售价）；

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

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：

- (a) the Investor shall procure such wholly-owned subsidiary on such date (i.e. the date not later than five (5) business days prior to the Listing Date) to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings,

acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天（即不迟于上市日期前不少于五个营业日）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

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司及整体协调人可全权酌情决定，全部或部分投资者股份的交付应于延迟交付日期按照第4.3条进行。

- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall

Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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. **CLOSING CONDITIONS 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

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、分配及／或交付（视情况而定）或致使发行、配发、配售、分配及／或交付（视情况而定）的义务只能在以下述各项条件（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) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

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) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司和整体协调人（代表全球发售包销商）就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股股份（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股股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or

herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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或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分别作出的陈述、保证或承诺或承认。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, or will not be delayed or terminated or that the Offer Price will be within the

indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators, or any of their respective directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners or affiliates to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates or partners on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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、监事（如适用）、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、联席保荐人及整体协调人或其各自的联属人士、董事、监事（如适用）、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. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

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，或延迟交付日期，按本公司及整体协调人（或／其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the business day immediately preceding the Listing Date regardless of the time of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than five (5) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份何时交付，投资者须于上市日期前一个营业日（香港时间）上午八时正或之前，以港元通过电汇方式，将总投资金额连同相关经纪佣金及征费，以同日到帐的立即可用结算资金全额支付至整体协调人不迟于上市日期前五个（5）完整营业日书面通知投

投资者的港元银行账户，而不得作出任何扣减或抵销。该等通知须载明（其中包括）付款账户详情及投资者根据本协议应支付的总金额。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

若整体协调人全权酌情决定，全部或部分投资者股份的交付应在上市日期之后的某一日期（「**延迟交付日期**」）进行，则整体协调人应以书面形式通知投资者：(i) 不迟于上市日期前两个（2）营业日，通知将被延迟交付的投资者股份数量；及 (ii) 不迟于实际延迟交付日期前两个（2）营业日，通知延迟交付日期，惟延迟交付日期不得晚于可行使超额配股权最后一日后的第五（5）个营业日。倘若投资者股份须于延迟交付日期交付予投资者，投资者仍须按照第4.2条的规定支付投资者股份的价款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3 above.

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（或根据第4.3条决定的延迟交付日期）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。

- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以根据任何由本公司、联席保荐人及整体协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators shall have the right, in their absolute discretion, to terminate this Agreement. In any such event, all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the

Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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，则本公司有权以其绝对酌情权终止本协议。在该等情况下，联席保荐人及整体协调人亦有权终止本协议，惟须事先取得本公司的书面同意。在任何该等情况下，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均应承担全部责任，并应以税后基础向各获弥偿方作出全额赔偿、使其免受损害并持续保持获全额弥偿，弥偿范围包括因投资者未能根据第6.5条全额支付总投资金额及相关经纪佣金及征费而引致或与之有关的任何损失、费用、开支、索赔、债务、法律程序及损害。

- 4.7 The Company, the Investor, the Joint Sponsors and the Overall Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors' and the Overall Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like, and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate.

如果由于投资者、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，则投资者、本公司、联席保荐人或整体协调人各自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。在该等情况下，本公司、联席保荐人及整体协调人一方的所有义务及责任均应终止并解除。

- 4.8 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合《上市规则》第 8.08(3)条规定，即在上市日期由公众人士持有的H股股份中，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%，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》第8.08(3)条的规定。

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in during the Lock-up Period; (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the H Shares.

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联属人士不在自上市日期（含该日）起至六(6) 个月内（含该日）结束期间的期限内（「**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 订立在**禁售期**内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（定义见香港证监会的《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时书面通知本公司，并确保：(a)该出售符合所有适用法律；及(ab)投资者将尽最大努力确保该出售不会造成H股股份的市场混乱和虚假。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective

transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

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) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、承诺、陈述及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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、整体协调人及联席全球协调人为受益人）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承认、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) such wholly-owned subsidiary is (i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为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 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

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），其在任何时候均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，将立即以书面通知公司、整体协调人及联席保荐人。

- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise exempted by the Stock Exchange, the Investor shall

not, and shall procure that its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

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、整体协调人及联席全球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。除非获联交所豁免，投资者不得，且应促使其控股股东、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H股股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholder Group (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, associates, directors, supervisors (if applicable), officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表，不得与本公司、控股股东集团（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、监事（如适用）、高级人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第4.15章或香港监管机构刊发的书面指引）不一致或相抵触的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其任何联属人士、联系人士、董事、监事（如适用）、高级人员、雇员、代理人或代表过去并无、将来也不会订立此类安排或协议。投资者本身及其任何联属人士、联系人士、董事、监事（如适用）、高级人员、监事（如适用）、雇员、员工、合作伙伴、顾问、代理人或代表，如有违反本条第5.5款的行为，投资者均应承担责任。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者向本公司、联席保荐人及整体协调人承认、同意及确认如下：

- (a) each of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does

not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

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、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价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、整体协调人、联席全球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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Joint Sponsors and the Overall Coordinators as is required for the purpose of facilitating the Joint Sponsors and the Overall Coordinators in meeting its obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to, conducting due diligence enquiries on the Investor);

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。为此，投资者须向联席保荐人及整体协调人提供所有为协助联席保荐人及整体协调人履行其根据《上市规则》及《持牌人或注册人操守准则》项下的义务及责任或于香港证监会注册（包括但不限于就投资者进行尽职调查）所需的资料；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;

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、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。所有该等信息在各方面均应真实、完整及准确，且不得具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators (for themselves and on behalf of the Capital Market Intermediaries and the Underwriters) and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人（为及代表资本市场中介人及承销商）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) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司章程大纲、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接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者H股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) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调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》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的H股股份不得超过公众持有股份的 50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

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) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

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) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

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) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

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》下任何适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

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) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "Authorized Recipients") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事（如适用）、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(p)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(p)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股股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and

completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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／或其各自代表的材料（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) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its respective representatives; and

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股股份或其他证券的书面或口头要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby respectively consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

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。投资者谨此各自对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；

- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

投资者已被给予询问本公司、联席保荐人及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投资者股份的所有文件和信息；

- (s) in making its investment decision, each of the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

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及（包括其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），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、整体协调人其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际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董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made

any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人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、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表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) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

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) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or other underwriters or the Capital Market Intermediaries in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

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、监事（如适用）、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) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

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) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

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、监事（如适用）、高级人员、雇员、顾问、代理或投资者代表或其各自的附属公司均不会负有责任；

- (y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股份数目及(ii) 香港公开发售及国际配售项下分别待发行的H股股份数目拥有绝对酌情权；

- (z) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关H股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) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东及/或整体协调人（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) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

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；

- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the date immediately before the Listing Date.

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，须于上市日期前一天香港时间上午8时正之前缴付。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:

投资者进一步向本公司、联席保荐人及整体协调人承认、声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation or establishment and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立，现时有效存续并处于良好信誉状态，并无就其破产、清算或清盘而提出任何呈请、命令或通过决议案；

- (b) the Company, the Joint Sponsors or the Overall Coordinators may provide to the Investor the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular) without being required to make any registration or obtain any licence other than as contemplated under this Agreement, and the Investor is qualified to receive and use such information, which would not result in the Investor, the Company, the Joint Sponsors or the Overall Coordinators being in contravention of any Laws applicable to the Investor or requiring the Company, the Joint Sponsors or the Overall Coordinators to make any registration or obtain any licence in the jurisdiction where the Investor is located;

本公司、联席保荐人或整体协调人可在无需获得任何本协议约定外的注册或获得许可的情况下向其发送，且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），这不会导致投资者或本公司、联席保荐人或整体协调人违反适用于该投资者的所有法律或导致本公司、联席保荐人或整体协调人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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of each of the Investor enforceable against it in accordance with the terms of this Agreement;

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) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(i) 按任何适用于投资者的相关法律，投资者根据本协议认购投资者股份所须由投资者取得的一切同意、批准、授权、许可及登记（统称「批准」）均已取得并且持续完全有效，且未被宣告无效、撤销、撤回或废止；(ii) 任何批准均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，该等批准并未被撤回，且投资者并不知悉任何可能导致该等批准被宣告无效、撤回或废止的

事实或情形。投资者并同意及承诺：如任何批准因任何原因不再持续完全有效，或被宣告无效、撤销、撤回或废止，投资者将立即以书面形式通知本公司、联席保荐人及整体协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor, (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares, (iii) any agreement or other instrument binding upon the Investor, or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；(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；(iii) 对投资者具有约束力的任何协议或 其他文书；或(iv)对投资者具有管辖权的任何有关政府部门任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors and the Overall Coordinators or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

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公司、联席保荐人或整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称「**监管机构**」）提供信息或促使信息披露，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）投资者的身份信息及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）投资者或其实际受益人和联系人与公司及其任何股东之间的任何关联关系（「**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信息；

- (j) The Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

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或整体协调人及其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal, for its own benefit and on a proprietary investment basis, and for investment purposes only, and not with a view to distributing any of the Investor Shares subscribed by it under this Agreement or subscribing for any Investor Shares for the benefit of any third party, and the Investor shall have no right to nominate any person to be a director or officer of the Company;

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或为任何第三方利益认购任何投资者股份，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

如在美国境外认购投资者股份，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) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

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) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

除非向本公司、联席保荐人、整体协调人另行书面披露，投资者及其实益持有人及／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；

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons

described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

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) neither the Investor or its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者及其实益持有人，及其各自的联系人都并非本公司或其联系人的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “**cornerstone investor**”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;

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》（包括但不限于《上市规则》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) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销 H 股股份与任何「分销商」（定义见《证券法》S 规则）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) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;

投资者或其董事、监事（如适用）、高级职员、雇员或代理人均非受制裁人士；

- (v) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;

投资者认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《上市指南》第 4.15 章的规定；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries, and save for Sage Partner Master Fund (being the Investor and its related entity(ies) participating in the Global Offering), the Investor and each of its associates (if any) is independent of, and not connected with, any other investors who have participated or will participate in the Global Offering and any of their associates.

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，且除 Sage Partner Master Fund（即投资者及其于本次全球发售中参与投资的相关实体）之间的关系外，投资者及其各自的联系人（如有）均与参与或将参与本次全球发售的其他投资者及其各自的联系人独立且无任何关系；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or its Controlling Shareholder Group, any member of the Group or their respective affiliates, directors, supervisors (if applicable), officers, employees or agents on the other hand;

公司或其控股股东集团、集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、监事（如适用）、高级人员、雇员或代理人订立任何协议或安排，包括与《上市规则》（包括《上市指南》）不符的任何补充函件；

- (y) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;

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股股份；

- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

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；

- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

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、香港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 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

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 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its affiliates, any person who controls it within the meaning of the Securities Act as well as its officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith. The Parties specifically acknowledge that the indemnities given under this clause 6.5 will survive the termination of this Agreement.

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date or the Delayed Delivery Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

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或延迟交付日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、承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 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
- 其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- 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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- 在满足付款后及第 5.1 条规定的禁售期的条件下，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股股份享有同等地位；
- (d) none of the Company and any members of the Controlling Shareholder Group, any member of the Group and their respective affiliates, directors, supervisors (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the

Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and

本公司及其控股股东集团成员、其集团任何成员及其各自的联属人士、董事、监事（如适用）、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、监事（如适用）、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《上市指南》第4.15章）的附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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、监事（如适用）、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

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股股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺将迅速向联席保荐人、整体协调人及资本市场中介人提供一切必要协助，以便 (i) 充分遵守其在所有相关法律及法规（包括但不限于《上市规则》、刊物及香港证券及期货事务监察委员会持牌人或注册人操守准则、联交所、香港证监会及／或中国证监会不时颁布的任何规则）项下的义务；及 (ii) 满足联交所、香港证监会及／或中国证监会提出的要求或质询。

7. TERMINATION 终止

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) by the Company in its sole discretion, or by any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event of any breach of this Agreement by the Investor (or, in the case of a transfer of Investor Shares pursuant to clause 5.2, its wholly-owned subsidiary) (including any breach of the representations, warranties, undertakings or confirmations given by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date, notwithstanding any provision to the contrary in this Agreement; or

倘若投资者（若根据第5.2条转让投资者股份，则为投资者的全资子公司）在国际发售交割日（或，如适用，延迟交付日期）或之前违反本协议（包括投资者违反其在本协议项下作出的任何陈述、保证、承诺或确认），则本公司有权单独终止本协议；联席保荐人或整体协调人亦可终止本协议。尽管本协议另有任何相反规定，本协议在该等情况下均可予以终止；或

- (c) with the written consent of all the Parties.

经本协议所有订约方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不影响第7.3条的前提下，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。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor therein, together with clauses 10, 11 and 12 shall survive notwithstanding the termination of this Agreement.

尽管有上述规定，第6.5条及投资者在其中作出的赔偿，以及第10条、第11条及第12条，均在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议另行规定者外，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) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、香港证监会、中国证监会及／或本公司、联席保荐人、整体协调人及／或资本市场中介人所受其监管的其他监管机构披露，且投资者背景及其与本公司之间的关系，可在由本公司或代表本公司发布的公开文件，以及由本公司、联席保荐人、整体协调人及／或资本市场中介人就全球发售发布的营销、路演材料及其他公告或展示文件中予以描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

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、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) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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、香港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 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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、联席保荐人及整体协调人可能合理要求，有关其、其各自的背景信息、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、香港证监会和中国证监会）的要求。

9. NOTICES 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:

若通知本公司：

Address: 11/F, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China

地址：中国广东省深圳市宝安区西乡街道麻布社区海城路5号前城商业中心11楼

Email: project_w@onero.com
电邮：

Attention: Mr. Hu Zhidong (胡治东)
联络人：

If to the Investor, to:
若通知投资者：

Address: Room 4331, Level 43, AIA Tower, 183 Electric Road, North Point
地址：北角电气道183号友邦大厦43楼4331室

Email: jwang@sagepartnersfunds.com
电邮：

Attention: Jeffrey Wang
联络人：

If to GTJA Capital and GTJA Securities, to:
若通知国泰君安融资及国泰君安证券：

Address: 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

地址：香港中环皇后大道中181号新纪元广场26-28字楼

Email: ecm.w@gtjas.com.hk, cf.w@gtjas.com.hk
电邮：

Attention: Project W Team
联络人：

If to Huatai, to:
若通知华泰：

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

地址：香港中环皇后大道中99号中环中心62楼

Email: project.w@htsc.com
电邮：

Attention: Project W Deal Team
联络人：

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过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. **GENERAL 一般条款**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as shall be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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。除有本公司需要获得的同意、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 Save for manifest error, calculations and determinations made in good faith (i.e. without dishonesty or bad purpose) by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及整体协调人善意（即无不诚实或不当目的）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 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors and the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors and Overall Coordinators to perform their respective obligations under this Agreement and no

such failure shall affect the right of any of the Joint Sponsors and the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人及整体协调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，各联席发起人及整体协调人有权在适用法律允许的范围内，单独或与其他联席发起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 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

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 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

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 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

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 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第10.11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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(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 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company, the Investor) to any one or more of their affiliates. Such Joint Sponsor and Overall Coordinator shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

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、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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or

implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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。本协议下的义务不得指让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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或延迟交付日期（如适用），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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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. GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权

- 11.1 Governing law: This Agreement and the relationship between the Parties shall be governed by, construed and interpreted in accordance with the laws of Hong Kong.

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: The parties hereto each irrevocably:

法庭程序：各订约方现各自不可撤销地：

- (a) agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors and the Overall Coordinators to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction;

同意香港法院就着任何就本协议而引起的或相关的申索、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；

- (b) further agrees that any such claim, dispute or difference may, if all parties hereto so agree in writing, be referred to and finally resolved by arbitration administered by the Shenzhen Court of International Arbitration, in accordance with the SCIA Arbitration Rules then in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong, the language of arbitration shall be Chinese, and the arbitral tribunal shall consist of three arbitrators. For the avoidance of doubt, this Agreement does not constitute an arbitration agreement as contemplated under this clause or otherwise; and

进一步同意，如各订约方均以书面形式同意，任何该等申索、争议或分歧可提交由深圳国际仲裁院根据其当时有效的仲裁规则所管理的仲裁，并最终通过仲裁解决。该等仲裁规则视为通过引用并入本条。仲裁地为香港，仲裁语言为中文，仲裁庭由三名仲裁员组成。为免生疑问，本协议不构成本条款或其他条款下预期的仲裁协议；及

- (c) waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

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 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

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 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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. **IMMUNITY 豁免权**

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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. PROCESS AGENT 送达代理人

- 13.1 The Investor irrevocably appoints Sage Sunshine 1 Limited at Room 4331, Level 43, AIA Tower, 183 Electric Road, North Point, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于香港北角电气道183号友邦大厦43楼4331室的Sage Sunshine 1 Limited作为其在香港的送达代理人，以代表其接收在香港法律程序中的任何送达。该等送达一经送达至该送达代理人，即视为完成（无论该等文件是否已被转交予并由投资者实际收到）。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

倘若该送达代理人因任何原因不再能够履行其职责或不再在香港拥有地址，投资者不可撤销地同意委任一名经本公司、联席保荐人及整体协调人接受的替代送达代理人，并于30日内向本公司、联席保荐人及整体协调人交付新送达代理人接受该等委任的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

15. ENGLISH VERSION PREVAIL 以英文版本为准

- 15.1 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

本协议仅以英文签立。本协议载有的中文版本为翻译版本以供参考。如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

FOR AND ON BEHALF OF
为及代表

OneRobotics (Shenzhen) Co., Ltd.

卧安机器人(深圳)股份有限公司



Name 姓名: Li Zhichen (李志晨)

Title 职位: Chairman of the Board of Director 董事会主席

FOR AND ON BEHALF OF
Sage Sunshine 1 Limited

A handwritten signature in black ink, appearing to be '王 斐' (Wang Fei), written above a horizontal line.

Name: Jeffrey Wang

Title: Director

FOR AND ON BEHALF OF
为及代表

Guotai Junan Capital Limited
国泰君安融资有限公司



Name 姓名：Alex Lam

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股(香港)有限公司



Name 姓名：Jing Jiang

Title 职位：Executive Director

FOR AND ON BEHALF OF

为及代表

Guotai Junan Securities (Hong Kong) Limited

国泰君安证券(香港)有限公司



Name 姓名：Samuel Pan

Title 职位：Managing Director

SCHEDULE 1附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares 投资者股份数目

The number of Investor Shares shall be equal to:

(1) HONG KONG DOLLAR EQUIVALENT TO US DOLLAR 2,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares)

DIVIDED BY

(2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

投资者股份的数目应等于：

(1)相当于2,000,000美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），

除以

(2) 发售价（向下调整至最近接每手100 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的H股股份重新分配影响。倘若H股股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构– 香港公开发售– 重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人及整体协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

For the avoidance of doubt, the Investor agrees that the Overall Coordinators shall have the sole discretion to determine whether all or any part of the orders from investors in the International Offering (other than the Investor and the other cornerstone investors in the International Offering) shall be rejected solely for the purpose of compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and the placing guidelines set out in Appendix F1 to the Listing Rules.

为免生疑，投资者同意，整体协调人拥有全权决定权决定是否拒绝国际配售投资者（投资者和

国际配售的其他基石投资者除外）的全部或任何部分订单，以遵守《上市规则》的相关最低要求，包括但不限于《上市规则》第 8.08 条规定的公众持股量要求和《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者的详情

The Investor (Entity) 投资者（实体）

Place of incorporation or establishment: 注册或成立地点：	British Virgin Islands
Certificate of incorporation number: 注册成立证书编号：	2044144
Business registration number: 商业登记号码：	N/A
LEI number: 法人识别 （LEI）号 码：	NA
Business address and telephone number and contact person: 公司地址和电话号码及联系人：	Room 4331, Level 43, AIA Tower, 183 Electric Road, North Point, Hong Kong Jeffrey Wang Tel: (+852) 3975-1011
Principal activities: 主要业务：	Investment
Ultimate controlling shareholder: 最终控股股东：	N/A
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	N/A
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及法人识别编码 （LEI 号码）：	N/A
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务活动：	N/A
Shareholder and interests held: 股东及持有权益：	N/A
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Sage Sunshine 1 Limited (“Sage Sunshine”) is an exempted company with limited liability incorporated in the British Virgin Islands (BVI) It is an investment vehicle set up to invest in

emerging technologies. The ultimate beneficial owner is Mr. Wang Fei (王斐) who is the only person owning more than 30% interest of Sage Sunshine. To the best knowledge of our Director, Sage Sunshine and its ultimate beneficial owner are independent third parties.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:

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：

Cornerstone investor

Dated December 17, 2025

ONEROBOTICS (SHENZHEN) CO., LTD.
(臥安機器人（深圳）股份有限公司)

THE WARRANTING SHAREHOLDERS
(as defined herein)

THE WARRANTING DIRECTORS
(as defined herein)

GUOTAI JUNAN CAPITAL LIMITED

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

THE JOINT BOOKRUNNERS

THE JOINT LEAD MANAGERS

THE HONG KONG UNDERWRITERS

AND

THE CMIS

HONG KONG UNDERWRITING AGREEMENT
relating to Hong Kong Public Offering of initially
2,222,300 H Shares (subject to reallocation) of nominal value RMB0.1 each
in the capital of
ONEROBOTICS (SHENZHEN) CO., LTD.
(臥安機器人（深圳）股份有限公司)

Morgan, Lewis & Bockius
19th Floor
Edinburgh Tower
The Landmark
15 Queen's Road Central
Hong Kong
Tel: +852 3551 8500
Fax: +852 3006 4346

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HONG KONG UNDERWRITING AGREEMENT

THIS AGREEMENT is made on **December 17, 2025**

BETWEEN:

- (1) **ONEROBOTICS (SHENZHEN) CO., LTD. (臥安機器人（深圳）股份有限公司)**, a joint stock company incorporated under the laws of the People's Republic of China with limited liability, whose registered address is at Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Mabu Community, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The People's Republic of China, and whose principal place of business in Hong Kong located at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wan Chai, Hong Kong (the "**Company**");

- (2) **THE PERSONS** whose names and addresses are set out in *Part A* of *Schedule 1* (together the "**Warranting Shareholders**");

- (3) **THE PERSONS** whose names and addresses are set out in *Part B* of *Schedule 1* (together the "**Warranting Directors**");

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

- (4) **GUOTAI JUNAN CAPITAL LIMITED**, a company incorporated in Hong Kong whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong ("**GTJA Capital**");

- (5) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong ("**Huatai Financial**");

(GTJA Capital and Huatai Financial are collectively referred to as "**Joint Sponsors**" and each a "**Sponsor**");

- (6) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose principal place of business is at 26/F-28/F Low Block Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong ("**GTJA Securities**");

(GTJA Securities and Huatai Financial are collectively referred to as the "**Sponsor-Overall Coordinators**" or the "**Overall Coordinators**", and each a "**Sponsor-Overall Coordinator**" or an "**Overall Coordinator**");

- (7) **The JOINT BOOKRUNNERS** (as defined herein);

- (8) **The JOINT LEAD MANAGERS** (as defined herein);

- (9) **THE HONG KONG UNDERWRITERS** (as defined herein) and

(10) **THE CMIS** (as defined herein).

WHEREAS:

- (A) The Company was incorporated in the PRC as a limited liability company on October 18, 2018, and converted into a joint stock company with limited liability on April 25, 2025. The Company was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (as defined below) on July 30, 2025. As at the date of this Agreement, the share capital of the Company is RMB20,000,000 divided into 20,000,000 Shares (as defined below) with a nominal value of RMB1.0 each.
- (B) The Company proposes to conduct the Global Offering, pursuant to which it will offer H Shares to the public in Hong Kong in the Hong Kong Public Offering (as defined below) and will concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulation S under the Securities Act pursuant to the International Offering (as defined below).
- (C) GTJA Capital and Huatai Financial are the joint sponsors to the Company in connection with the proposed listing of the H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below). The Joint Sponsors, on behalf of the Company, submitted on June 6, 2025 an application to the Stock Exchange and renewed such listing application on December 8, 2025 for the listing of and permission to deal in the H Shares issued and to be issued pursuant to the Global Offering as described in the Prospectus (as defined below).
- (D) GTJA Securities and Huatai Financial are the sponsor-overall coordinators, the overall coordinators and joint global coordinators of the Global Offering of the Global Offering. GTJA Securities, Huatai Financial, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, and Futu Securities International (Hong Kong) Limited are the joint bookrunners and the joint lead managers in respect of the Global Offering.
- (E) The Hong Kong Underwriters have agreed to severally (but not jointly) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (F) The Warrantors have agreed to give the representations, warranties and undertakings contained in this Agreement for the purpose of the Global Offering. The Warranting Directors are all executive Directors as at the date hereof and will remain so as at completion of the Global Offering.
- (G) The Warrantors, the Joint Sponsors, the Overall Coordinators and the International Underwriters (as defined below) are expected to enter into the International Underwriting Agreement (as defined below) providing for the underwriting of the International Offering Shares by the International Underwriters upon and subject to the terms and conditions contained therein.

- (H) The Company is expected to grant to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), the Over-allotment Option (as defined below), to require the Company to allot and issue up to 3,333,300 additional H Shares, upon and subject to the terms and conditions of the International Underwriting Agreement.
- (I) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H Share Registrar and transfer agent for the H Shares.
- (J) The Company has appointed Bank of China (Hong Kong) Limited and China CITIC Bank International Limited to act as the Receiving Banks in relation to the Hong Kong Public Offering, and Bank of China (Hong Kong) Nominees Limited and The Ka Wah Bank (Nominees) Limited to act as the nominees to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering.
- (K) At a meeting of the Board (as define below) held on December 15, 2025, resolutions were passed pursuant to which, inter alia, the Directors were authorised to agree and sign on behalf of the Company this Agreement and all other relevant documents in connection with the Global Offering.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals and the Schedules), the following expressions shall, unless the context otherwise requires, have the following meanings:

“Acceptance Date”	the date on which the Application Lists close in accordance with Clause 3.1.2;
“Accepted Hong Kong Public Offering Applications”	Hong Kong Public Offering Applications which have been accepted (whether in whole or in part) pursuant to Clause 3.1.3;
“Accounts”	the audited consolidated financial statements of the Group for the three years ended December 31, 2022, 2023 and 2024 and six months ended June 30, 2025 contained in the accountants’ report prepared by the Reporting Accountants and appended as Appendix I to the Prospectus;
“Accounts Date”	June 30, 2025;

“Admission”	the granting by the Listing Committee of the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering (including any additional H Shares that may be issued pursuant to the exercise of the Over-allotment Option), or otherwise as described in the Prospectus, on the Main Board of the Stock Exchange;
“Affiliate”	in relation to a particular company, any other company or other entity which is its holding company or subsidiary, or any subsidiary of such holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. For the purposes of this definition, the term “control” (including the terms “controlling” , “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
“Agreement Among Hong Kong Underwriters”	the agreement expected to be entered into on the date hereof among the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters governing certain rights and obligations among the Hong Kong Underwriters in relation to the Hong Kong Public Offering;
“Application Lists”	the application lists for the Hong Kong Offer Shares;
“Application Proof(s)”	the application proof(s) of the Prospectus posted on the Stock Exchange’s website at www.hkexnews.hk on June 8, 2025 and December 8, 2025;
“Approvals”	all approvals, sanctions, orders, franchises, clearances, concessions, declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and registrations, and “Approval” shall be construed accordingly;
“Articles of Association”	the articles of association of the Company conditionally adopted on May 27, 2025 and effective on the Listing Date;
“associates”	has the meaning ascribed thereto in the Listing Rules;

“Board”	the board of Directors;
“Brokerage”	brokerage of 1% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;
“Brokerage, Fees and Levies”	the Brokerage, the Trading Fee and the Transaction Levies;
“Business Day”	any day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for normal banking business;
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC;
“CMIs”	the capital market intermediaries (as defined under the Listing Rules) in respect of the Global Offering, namely GTJA Securities, Huatai Financial, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, and Futu Securities International (Hong Kong) Limited;
“CMI Engagement Agreements”	the written engagement letters in relation to the appointment by the Company of the CMIs in connection with the Global Offering;
“Code of Conduct”	the Code of Conduct for Persons Licensed by or Registered with the SFC as amended from time to time;
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“Companies (Winding Up and Miscellaneous Provisions) Ordinance”	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;
“Conditions”	the conditions precedent set out in Clause 2.1.1;
“Conditions Precedent Documents”	the documents listed in <i>Schedule 3</i> ;

“Cornerstone Investment Agreements”	the several cornerstone investment agreements entered into by, among others, the Company, the Joint Sponsors, the Sponsors-Overall Coordinators and the several cornerstone investors as described in the section headed “Cornerstone Investors” in the Prospectus;
“CSRC”	the China Securities Regulatory Commission;
“CSRC Archive Rules”	the <i>Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies</i> (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) 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 Report”	the filing report of the Company in relation to the Global Offering submitted to the CSRC on March 25, 2024 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;
“CSRC Filing Rules”	the <i>Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies</i> (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;
“CSRC Filing(s)”	any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);
“CSRC Rules”	the CSRC Filing Rules and the CSRC Archive Rules;
“Director(s)”	the director(s) of the Company whose names are set out as such in the section headed “Directors and Senior Management” in the Prospectus;

“Disclosure Package”	shall have the meaning ascribed thereto in the International Underwriting Agreement;
“Encumbrance”	any pledge, charge, lien, mortgage, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights of the same nature as that of the foregoing or other encumbrances or security interest of any kind or another type of preferential arrangement (including without limitation, retention arrangement) having similar effect;
“FINI”	“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 on the Stock Exchange;
“FINI Agreement”	The FINI Agreement entered into between the Company and the HKSCC dated on or about December 17, 2025;
“First Six-Month Period”	has the meaning ascribed thereto in Clause 6.1(viii);
“Formal Notice”	the formal notice to be published in connection with the Hong Kong Public Offering on December 18, 2025, in substantially agreed form and in accordance with the requirements under the Listing Rules;
“Global Offering”	the Hong Kong Public Offering and the International Offering;
“Governmental Authority”	any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of the jurisdictions in which the Company is incorporated or the H Shares are to be listed or the Group’s business is carried out or the Group’s asset is held, including (without limitation) the PRC and Hong Kong (as the case may be);
“Group”	the Company and the Subsidiaries;
“Group Company”	a member of the Group;

“H Share(s)”	overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB0.1 each, which are to be subscribed for and traded in Hong Kong dollars and are to be listed on the Stock Exchange;
“H Share Registrar”	Computershare Hong Kong Investor Services Limited;
“HKSCC”	Hong Kong Securities Clearing Company Limited;
“HKSCC EIPO”	the application for the Hong Kong Offer Shares to be issued in the name of HKSCC Nominees and deposited directly into CCASS to be credited to the investor’s or a designated HKSCC Participant’s stock account through causing HKSCC Nominees to apply on the investor’s behalf, including by instructing the investor’s broker or custodian who is a HKSCC Participant to give electronic application instructions via HKSCC’s FINI system to apply for the Hong Kong Offer Shares on the investor’s behalf;
“HKSCC Nominees”	HKSCC Nominees Limited, a wholly-owned subsidiary of HKSCC;
“HKSCC Participant”	a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant;
“holding company”	has the meaning ascribed thereto in the Companies Ordinance;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Hong Kong dollars” and “HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong Offer Shares”	the 2,222,300 new H Shares being initially offered by the Company for subscription pursuant to the Hong Kong Public Offering, subject to reallocation in accordance with Clauses 2.6 and 2.7;
“Hong Kong Public Offering”	the offer of the Hong Kong Offer Shares by the Company for subscription pursuant to the terms and conditions set out in the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Application(s)”	<p>valid applications for the Hong Kong Offer Shares made before the closing of the Application Lists:</p> <p>a) online through White Form eIPO, which (i) have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents, and (ii) are not identified as multiple applications; or</p> <p>b) through the HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on behalf of applicants (i) which have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents, and (ii) are not identified as multiple applications;</p>
“Hong Kong Public Offering Application Monies”	application monies (including the Brokerage, Fees and Levies) received in respect of Hong Kong Public Offering Applications;
“Hong Kong Public Offering Documents”	the Prospectus, the Formal Notice, the Application Proof(s), the PHIP and the announcement for adoption of mixed media offer (if any);
“Hong Kong Public Offering Over-Subscription”	a situation where the aggregate number of Offer Shares being applied for under Hong Kong Public Offering Applications is greater than the initial number of the Hong Kong Offer Shares;
“Hong Kong Public Offering Under-Subscription”	has the meaning attributed thereto in Clause 3.4.2;
“Hong Kong Public Offering Underwriting Commitment”	in relation to a Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to underwrite pursuant to the terms of this Agreement, as shown opposite the name of that Hong Kong Underwriter in <i>Schedule 2</i> , subject to reallocation as set out in Clauses 2.6 and 2.7;
“Hong Kong Underwriters”	the underwriters of the Hong Kong Public Offering, whose names and addresses are set out in <i>Schedule 2</i> ;

“Indemnified Person”	has the meaning ascribed thereto in Clause 7.1;
“Industry Consultant”	Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.;
“Internal Control Consultant”	Ernst & Young (China) Corporation Consulting Co., Ltd. Shenzhen Branch;
“International Offering”	the conditional placing of the International Offering Shares for and on behalf of the Company to professional, institutional, corporate and other investors in Hong Kong and elsewhere in the world outside the United States, upon and subject to the terms of the International Offering Documents and the International Underwriting Agreement, as further described in the section headed “Structure of the Global Offering” in the Prospectus;
“International Offering Documents”	the Disclosure Package, any supplemental offering materials, announcement, the Formal Notice, the roadshow materials and any other document published or issued by or on behalf of the Company or the International Underwriters for the purposes of or in connection with the International Offering;
“International Offering Shares”	the 20,000,000 H Shares being initially offered by the Company for subscription under the International Offering (subject to reallocation and the Over-allotment Option as provided in this Agreement and the International Underwriting Agreement) together, where relevant, with the Over-allotment Shares;
“International Offering Underwriting Commitment”	in relation to any International Underwriter, the number of International Offering 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 and subject to the Over-Allotment Option;
“International Underwriters”	the underwriters to be identified in the International Underwriting Agreement as being the several (and not joint and several) underwriters of the International Offering;

“International Underwriting Agreement”	an international underwriting agreement expected to be entered into on or about the Price Determination Date among, inter alia, the Company, the Warrantors, the Joint Sponsors, the Overall Coordinators and the International Underwriters in connection with the International Offering;
“Joint Bookrunners”	GTJA Securities, Huatai Financial, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, and Futu Securities International (Hong Kong) Limited;
“Joint Global Coordinators”	GTJA Securities and Huatai Financial;
“Joint Lead Managers”	GTJA Securities, Huatai Financial, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, and Futu Securities International (Hong Kong) Limited;
“Law(s)”	all law(s), rule(s), regulation(s), guideline(s), opinion(s), notice(s), circular(s), order(s), code(s), policy(ies), consent(s), judgment(s), decree(s) or ruling(s) of any Governmental Authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including but not limited to the CSRC, the Stock Exchange and the SFC) of all relevant jurisdictions (including but not limited to Hong Kong and the PRC) (including but not limited to the CSRC Rules, the Listing Rules, the Code of Conduct, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance);
“Listing Date”	the first day on which dealings in the H Shares commence on the Stock Exchange;
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the Guide for New Listing Applicants, listing decisions, guidelines and other requirements of the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“Material Adverse Effect”	a material adverse change, or any development likely to involve a prospective material adverse change, in or affecting the position or condition (financial, operational or otherwise), on the due incorporation, or in the trading position, earnings, affairs or prospects, assets, business, general affairs, management, shareholders’ equity, profits, losses, results of operations, operations or liabilities (actual or contingent), financial or otherwise, of the Group as a whole, whether or not arising in the ordinary course of business, or which could adversely affect the ability of the Group to perform its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents or which is material in the context of the Global Offering;
“Nominee(s)”	Bank of China (Hong Kong) Nominees Limited and The Ka Wah Bank (Nominees) Limited, in whose names the Hong Kong Public Offering Application Monies are to be held by the Receiving Banks under the Receiving Bank Agreement;
“Non-Public Information”	any material information, including forward-looking information (whether qualitative or quantitative) concerning the Group that is not: (i) reasonably expected to be included in the Prospectus; or (ii) publicly available;
“OC Announcement”	the announcements dated June 6, 2025 and December 8, 2025 setting out the names of the overall coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s), for example, an announcement on the termination of the engagement of an overall coordinator;
“Offer Documents”	the Hong Kong Public Offering Documents and the International Offering Documents and any other documents issued, given or used in connection with the contemplated offering of the Offer Shares or otherwise in connection with the Global Offering, and in each case, all amendments or supplements thereto;
“Offer Price”	the final offer price per Offer Share in Hong Kong dollars (exclusive of the Brokerage, Fees and Levies) at which the Offer Shares are to be offered, as recorded in the Price Determination Agreement in accordance with Clause 2.4;

“Offer Shares”	the Hong Kong Offer Shares and the International Offering Shares (including, where relevant, the Over-allotment Shares);
“Operative Documents”	the documents set out in “Statutory and General Information - 2. Further Information about our Business - A. Summary of Material Contracts” in Appendix VI to the Prospectus, the Price Determination Agreement (when it is entered into), the Cornerstone Investment Agreement, the Receiving Bank Agreement, the FINI Agreement and the Registrar Agreement;
“Over-allotment Option”	the option expected to be granted by the Company to the International Underwriters under the International Underwriting Agreement, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to which the Company may be required to allot and issue up to an aggregate of 3,333,300 additional H Shares (representing 15% of the initial number of the Offer Shares) at the Offer Price, to cover, among other things, over-allocations in the International Offering, if any;
“Over-allotment Shares”	up to an aggregate of 3,333,300 additional H Shares which the Company may be required to allot and issue at the Offer Price pursuant to the Over-allotment Option;
“overall coordinator(s)”	has the meaning ascribed thereto in the Listing Rules;
“Post Hearing Information Pack” or “PHIP”	the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on December 16, 2025, including each amendment and supplement thereto posted on Stock Exchange’s website from such date through the time of the registration of the Prospectus;
“PRC”	the People’s Republic of China (which shall for the purposes of this Agreement, unless otherwise indicated, exclude Hong Kong, the Macau Special Administrative Region and Taiwan);
“PRC Subsidiaries”	the Subsidiaries established in the PRC;
“Preliminary Offering Circular”	the preliminary offering circular dated December 18, 2025 in connection with the International Offering (as the same may be further amended or supplemented);

“Price Determination Agreement”	the agreement expected to be entered into on the Price Determination Date between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) to record their agreement of the Offer Price;
“Price Determination Date”	the date on which the Offer Price is fixed for the purposes of the Global Offering pursuant to Clause 2.4;
“Prospectus”	the prospectus to be issued by the Company in connection with the Hong Kong Public Offering (as amended or supplemented);
“Prospectus Date”	the date of the Prospectus, which is intended to be on or about December 18, 2025;
“Receiving Bank(s)”	Bank of China (Hong Kong) Limited and China CITIC Bank International Limited each in its capacity as the bank appointed to hold the Hong Kong Public Offering Application Monies pursuant to the Receiving Bank Agreement;
“Receiving Bank Agreement”	the agreement dated December 16, 2025 and entered into between, among others, the Company and the Receiving Banks for the appointment of the Receiving Bank as the receiving bank of the Hong Kong Public Offering;
“Registrar Agreement”	the H share registrar agreement dated December 16, 2025 and entered into between the Company and the H Share Registrar;
“Relevant Securities”	has the meaning ascribed thereto in Clause 6.3.1(i);
“Reporting Accountants”	Ernst & Young;
“Second Six-Month Period”	has the meaning ascribed thereto in Clause 6.1(ix);
“SFC”	the Securities and Futures Commission of Hong Kong;
“Share(s)”	ordinary share(s) of nominal value RMB0.1 each in the share capital of the Company;

“Sponsor and Sponsor-OC Engagement Agreements”	the written engagement letters dated (1) March 24, 2025 in relation to the appointment by the Company of GTJA Capital as a sponsor in connection with the listing of the H Shares on the Stock Exchange and GTJA Securities as a sponsor-overall coordinator (as defined under the Listing Rules) in connection with the Global Offering, and supplemented on December 12, 2025; and (2) March 24, 2025 in relation to the appointment by the Company of Huatai Financial as a sponsor in connection with the listing of the H Shares on the Stock Exchange and Huatai Financial as a sponsor-overall coordinator (as defined under the Listing Rules) in connection with the Global Offering and supplemented on December 12, 2025, respectively, and “Sponsor and Sponsor-OC Engagement Agreement” shall be construed accordingly;
“Stabilising Manager”	GTJA Securities;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiaries”	the subsidiaries of the Company from time to time and “Subsidiary” means any or a specific one of them;
“subsidiary”	has the meaning ascribed thereto in the Companies Ordinance and “subsidiaries” shall be construed accordingly;
“taxation” or “taxes”	means all forms of taxation whenever created, imposed or arising 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, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Trading Fee”	the Stock Exchange trading fee of 0.00565% of the Offer Price;
“transaction”	any transaction, act, event, omission or circumstance existing of whatever nature;
“Transaction Levies”	the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC and 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”	the Hong Kong Underwriters and the International Underwriters;
“Underwriting Documents”	this Agreement, the International Underwriting Agreement and the Price Determination Agreement;
“Underwriter’s Hong Kong Public Offering Application”	in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter, the number of Hong Kong Offer Shares comprised therein is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 3.4.1;
“US” and “United States”	the United States of America, its territories, its possessions, any State of the United States and the District of Columbia;
“US Securities Act”	United States Securities Act of 1933 (as amended or supplemented);
“Verification Notes”	the verification notes dated December 18, 2025 prepared by Morgan, Lewis & Bockius, the Hong Kong legal advisers to the Joint Sponsors and the Underwriters, in connection with the verification of the contents of the Prospectus;
“Warranties”	the representations, warranties, agreements and undertakings to be given by the Warrantors respectively in terms of Clause 5 and in <i>Schedule 4</i> ;

“White Form eIPO” the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted through the designated website of the **White Form eIPO** Service Provider at www.eipo.com.hk;

“White Form eIPO Service Provider” Computershare Hong Kong Investor Services Limited

1.2 Other interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to **“Recitals”**, **“sections”**, **“Clauses”**, **“paragraphs”** and **“Schedules”** are to recitals, sections, clauses, paragraphs of and schedules to this Agreement;
- 1.2.2 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.3 references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.2.4 references to a **“person”** shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.2.6 references to times of the day, unless otherwise specified, are to Hong Kong time;
- 1.2.7 headings to Clauses, sections and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 the 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 Schedules;
- 1.2.9 references to documents being **“in agreed form”** or **“in substantially agreed form”** are to the form of the draft or final version thereof signed for identification by any Warranting Director or the Company’s legal adviser together with such alterations as may be agreed between all relevant parties and for the avoidance of doubt such documents in agreed form or in substantially agreed form do not form part of this Agreement;

- 1.2.10 references to “**knowledge, information, belief and/or awareness**” of any person or similar terms shall be treated as including but not limited to the best knowledge, information, belief or awareness which the person would have had if such person had made due and careful enquiries;
- 1.2.11 references to a “certified copy” means a copy certified as a true copy by a Director or the secretary of the Company or the legal advisers to the Company;
- 1.2.12 words in the singular shall include the plural (and vice versa) and words importing one gender shall include the other two genders; and
- 1.2.13 The obligations and liabilities of the Warrantors under this Agreement shall be joint and several.

2 THE GLOBAL OFFERING

2.1 Conditions precedent

2.1.1 Obligations conditional

The obligations of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs under this Agreement are conditional upon:

- (i) the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) receiving (a) each of the documents listed in **Part A of Schedule 3** (except item VII(2)) not later than 8:00 p.m. on the date of this Agreement; and (b) each of the documents listed in **Part B of Schedule 3** (except items IV(2) and IV(4)) not later than 7:00 p.m. on the Business Day immediately before the Listing Date;
- (ii) the Registrar of Companies in Hong Kong registering one copy of the Prospectus, duly certified by two Directors (or by their agents duly authorised in writing) as having been approved by resolutions of the Board and having endorsed thereon or attached thereto all necessary consents and other documents as required by the provisions of section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the date of this Agreement;
- (iii) the Listing Committee granting or agreeing to grant the listing of and permission to deal in the H Shares in issue and to be issued pursuant to the Global Offering or otherwise described in the Prospectus (either unconditionally or subject 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)) not later than one Business Day before the Listing Date (or such later date as the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree) and such listing of and permission to deal in the H Shares not subsequently having been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (iv) admission into CCASS in respect of the Offer Shares 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 H 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 Company, Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- (v) 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 and such agreement not subsequently having been terminated in accordance with its terms or otherwise;
- (vi) the execution and delivery of the International Underwriting Agreement by the parties thereto on or before the Price Determination Date;
- (vii) the International Underwriting Agreement becoming, and continuing to be, unconditional in accordance with its terms (other than any condition for this Agreement to become unconditional) and not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- (viii) 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;
- (ix) all Warranties and other statements of the Warrantors herein and in any document delivered pursuant to Clause 2.1.1(i) above being true, accurate, not misleading and not breached on and as of the date of this Agreement and each of the dates specified in Clause 5.2.3 (other than the dates as specified in Clause 5.2.3(ix), 5.2.3(xi), 5.2.3(xii) and 5.2.3(xiii));

- (x) all of the waivers and/or exemptions as stated in the Prospectus to be granted by the Stock Exchange and/or the SFC are granted and are not otherwise revoked, withdrawn, amended or invalidated; and
- (xi) each of the Company, the Warranting Shareholders and the Warranting Directors have complied with this Agreement and satisfied all the obligations and conditions on its/his/her part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met.

2.1.2 Undertaking by the Warrantors

Each of the Warrantors jointly and severally undertakes to use its best endeavours to procure that the Conditions are fulfilled and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked, by the times and dates stated therein, and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do such acts and things as may be required by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Sponsors, the Stock Exchange, the Registrar of Companies in Hong Kong, the SFC, the CSRC and any other relevant Governmental Authority in connection with the application for the listing of and permission to deal in the H Shares on the Stock Exchange or the fulfilment of any of the Conditions.

2.1.3 The Joint Sponsors' and the Overall Coordinators' waiver

The Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) at their sole and absolute discretion, by giving notice to the Company and the Hong Kong Underwriters on or before the respective latest times on which the relevant Condition is required to be fulfilled:

- (i) extend the deadline for the fulfilment of any or all Conditions under Clause 2.1.1 by such number of days and/or hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (for themselves and on behalf of the Hong Kong Underwriters) at their sole and absolute discretion, provided that no extension shall be made beyond 30 days after the Prospectus Date and that any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made; or
- (ii) waive or modify (conditionally or unconditionally) the Conditions under Clauses 2.1.1(i) or 2.1.1(ix) (for themselves and on behalf of the Hong Kong Underwriters).

2.1.4 Termination

Without prejudice to Clauses 2.1.3 and 8, if any of the Conditions is not fulfilled in accordance with the terms hereof on or before the date or time specified therefor, or waived or modified in accordance with Clause 2.1.3, this Agreement shall terminate with immediate effect and the provisions of Clause 8.2 shall apply.

2.2 Appointment of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs

2.2.1 Subject to the terms and conditions of this Agreement:

- (i) the Company hereby confirms the appointment of the Joint Sponsors, to the exclusion of all others, as its joint sponsors in connection with the listing of the H Shares on the Stock Exchange;
- (ii) the Company hereby confirms the appointment of the Sponsor-Overall Coordinators, to the exclusion of others, as its sponsor-overall coordinators (as defined under the Listing Rules) of the Global Offering;
- (iii) the Company hereby confirms the appointment of the Overall Coordinators, to the exclusion of others, as its overall coordinators (as defined under the Listing Rules) of the Global Offering;
- (iv) the Company hereby confirms the appointment of the Joint Global Coordinators, to the exclusion of others, as its joint global coordinators of the Global Offering;
- (v) the Company hereby confirms the appointment of the Joint Bookrunners, to the exclusion of others, as the joint bookrunners of the Global Offering;
- (vi) the Company hereby confirms the appointment of the Joint Lead Managers, to the exclusion of others, as the joint lead managers to manage the Global Offering;
- (vii) the Company hereby appoints, to the exclusion of others, the Hong Kong Underwriters as its underwriters for the Hong Kong Public Offering; and
- (viii) the Company hereby confirms the appointment of the CMIs, to the exclusion of others, as the capital market intermediaries to manage the Global Offering,

and each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, in each case, relying on the representations, warranties, agreements, undertakings and indemnities herein contained and subject as hereinafter mentioned, severally

accept their respective appointments hereunder and in the case of (i), (ii), (iii), (iv), (v), (vi) and (viii), each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs confirms its acceptance additionally on the terms of the Sponsor and Sponsor-OC Engagement Agreements, and the CMI Engagement Agreements to which it is a party.

- 2.2.2 The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective underwriting commitments. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company or the Warranting Shareholders.
- 2.2.3 The Company hereby confirms that the foregoing appointments confer on each appointee and its Affiliates, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the lawful performance of its roles as the joint sponsors, sponsor-overall coordinators, overall coordinators, joint global coordinators, joint bookrunners, joint lead managers and CMIs of the Global Offering or a Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything which such appointee or any of their respective Affiliates or sub-agents has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs 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.
- 2.2.4 Each such appointment is made on the basis, and upon terms, that the appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms or subject to such conditions 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 and, in particular, each Hong Kong Underwriter may appoint any of its Affiliates or any person to be a sub-agent on behalf of the Company, provided that the appointee shall remain liable for all acts and omissions of any of such Affiliates or sub-agent(s) notwithstanding such delegation.
- 2.2.5 Any transaction carried out by the Hong Kong Underwriters within the scope of the appointments, powers, authorities and/or discretions granted in this Agreement shall constitute a transaction carried out at the request of the Company and as agents of the Company. The Hong Kong Underwriters and any of their Affiliates or sub-agent(s) shall not be responsible for any loss or damage to any person arising from any such transaction.

2.2.6 Any transaction carried out by any of the appointees pursuant to its appointment under Clause 2.2.1, as applicable, or by any of the delegates under Clause 2.2.4 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilisation activity) shall constitute a transaction carried out at the request of, and as agent of, and for the Company and not on account of or for any of the other appointees under Clause 2.2.1 or their respective delegates under Clause 2.2.4. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties to this Agreement. None of the appointees under Clause 2.2.1 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 Clause 2.2.1 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

2.3 **No fiduciary duties**

Each of the Warrantors acknowledges and agrees that:

- (i) the issuance and subscription of the Hong Kong Offer Shares comprised in a Hong Kong Public Offering pursuant to this Agreement, as well as any services rendered by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) in respect of the Hong Kong Public Offering, are arm's length commercial transactions between the Company and the Warranting Shareholders (as the case may be) on the one hand, and the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) on the other hand;
- (ii) in connection therewith and with the process leading to such transactions, each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs is acting solely as a principal and not an agent of the Company (except and solely for the limited purpose of procuring on behalf of the Company subscribers for the Hong Kong Offer Shares comprised in the Hong Kong Public Offering Under-Subscription);
- (iii) none of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs is acting as an adviser, agent or fiduciary of the Company or any other person or has assumed a fiduciary responsibility in favour of the Company or any other person with respect to the transactions contemplated hereby or the process leading thereto

(irrespective of whether it has advised or is currently advising the Company on other matters) or any other obligation to the Company or any other person except the obligations expressly set forth in this Agreement;

- (iv) each of the Warrantors has consulted its own legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transaction (including the price or market for the H Shares) contemplated by this Agreement, and the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs shall have no responsibility or liability to any of the Warrantors with respect thereto nor any opinion or view expressed by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs shall constitute advice or recommendation to any of the Warrantors; and
- (v) the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and/ or the Warrantors. Each of the Warrantors agrees that it will not claim that the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs (as the case may be) or any of them owes a fiduciary or similar duty to the Company and/ or the Warrantors, in connection with such transactions or the process leading thereto.

2.4 Price determination

The Offer Price shall be fixed by agreement between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) in Hong Kong dollars after market demand for the International Offering has been determined, which price (net of Brokerage, Fees and Levies) shall not exceed HK\$81.0 but is expected to be not less than HK\$63.0. It is expected that the Offer Price will be determined on or around the Price Determination Date but in any event not later than 12:00 noon on December 24, 2025. If no such agreement is reached and the Price Determination Agreement is not signed by that time, the provisions of Clause 8.2 shall apply.

2.5 Reduction of number of Offer Shares offered and/or indicative Offer Price range

The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered 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 consent of the Company, reduce the number of Offer Shares offered in the Global Offering and/or the indicative offer price range below that stated in the Prospectus at any time 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 or change, and, in any event not later than the morning of the Acceptance Date, (a) cause a notice of the reduction of the number of Offer Shares offered in the Global Offering and/or the indicative Offer Price range to be published on the website of the Stock Exchange at www.hkexnews.hk and the Company's website at www.onero.cn. Such notice shall also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change as a result of such reduction; and (b) cause such supplemental offering documents as may be required by Laws of any Governmental Authority to be published in such a manner as the relevant Laws or Governmental Authority may require as soon as practicable following the decision to make the change.

2.6 Reallocation from International Offering to 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:

- 2.6.1 subject to any required reallocation as set forth below in Clause 2.6.2, 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 and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause **Error! Reference source not found.** in respect of the Offer Shares reallocated to the Hong Kong Public Offering;
- 2.6.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Hong Kong Public Offering Over-Subscription 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 3,333,300 Offer 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 in Clause **Error! Reference source not found.** 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 Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

2.7 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 **Error! Reference source not found.** 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.

2.8 Stabilisation

2.8.1 The Company hereby appoints the Stabilising Manager, to the exclusion of all others, as stabilising manager in connection with the Global Offering and the Stabilising Manager may (but shall not be obliged) and not as agent for the Company, to the extent permitted by applicable Laws, over-allocate, make purchases and/or effect any other transactions (in the market or otherwise) with a view to stabilising or maintaining the market price of the H Shares at a level higher than that which might otherwise prevail in the open market for a limited period commencing on the Listing Date and ending on the 30th day after the last day for lodging of the Hong Kong Public Offering Applications (the “**stabilising action**”).

2.8.2 The Company hereby acknowledges that the Stabilising Manager may, at its sole and absolute discretion, appoint any of its Affiliates or any other person(s) to be its agent(s) for the purposes of taking any stabilising action, with such authorities and rights as the Stabilising Manager has pursuant to Clause 2.8.1;

provided that the Stabilising Manager shall remain liable for all acts and omissions of any of such agent(s) appointed hereunder and shall procure that such agent(s) appointed by it shall comply with all relevant obligations and provisions to which the Stabilising Manager is subject, or by which the Stabilising Manager is bound, pursuant to this Agreement or under applicable Laws.

- 2.8.3 Stabilising action, if taken, may be discontinued at any time at the sole and absolute discretion of the Stabilising Manager.
- 2.8.4 Each of the Warrantors undertakes to the Hong Kong Underwriters, and each of the Hong Kong Underwriters (other than the Stabilising Manager) undertakes to the Stabilising Manager, that it will not take or cause or authorise any person other than the Stabilising Manager (and/or its agent(s)) to take, and the Warrantors shall cause their respective Affiliates, agents and/or subsidiaries not to take, directly or indirectly, any stabilising action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or manipulation of the price of any security of the Company or facilitate the sale or resale of the Offer Shares in violation of applicable Laws, provided that the granting of the Over-allotment Option under the International Underwriting Agreement and/or the exercise thereof shall not constitute a breach of this Clause 2.8.4.
- 2.8.5 Any liability, expenses or loss calculated on a mark to market basis at the end of the stabilising period resulting from any stabilising action shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitment of the International Underwriters and may be deducted from the commission payable to the International Underwriters, and any profit arising from any stabilising action shall be for the respective accounts of the Sponsor-Overall Coordinators in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the Sponsor-Overall Coordinators.

3 THE HONG KONG PUBLIC OFFERING

3.1 Hong Kong Public Offering

3.1.1 Offer of Hong Kong Offer Shares

The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price plus Brokerage, Fees and Levies, which is 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. The Company will, subject to registration of the Hong Kong Public Offering Documents in accordance with Clause 2.1.1(ii), on the Prospectus Date, (1) cause the Formal Notice to be published on the official

website of the Stock Exchange and the Company's website; and (2) cause the Hong Kong Public Offering Documents to be published on the official website of the Stock Exchange and the Company (or such other publication(s) and/or date(s) as the Company and the Overall Coordinators and the Joint Sponsors may agree).

3.1.2 **Application Lists**

The Application Lists will, subject as mentioned below, open at 11:45 a.m. on December 23, 2025 and will close at 12:00 noon on the same day. In the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal (in any such case, a "**signal**") or "extreme conditions" caused by a super typhoon as announced by the government of Hong Kong being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on December 23, 2025, 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 extreme conditions remain in force between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

3.1.3 **Basis of allocation**

The Company agrees that the Overall Coordinators shall have the exclusive right, at their sole and absolute discretion, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement, to accept or reject (in whole or in part) any Hong Kong Public Offering Application and, where there is a Hong Kong Public Offering Over-Subscription, to determine the basis of allocation of the Hong Kong Offer Shares. The grounds for rejection of any Hong Kong Public Offering Applications (including multiple applications and over-subscription) shall be at the sole and absolute discretion of the Overall Coordinators.

The Company shall, and shall procure that the Receiving Bank, the H Share Registrar and the **White Form eIPO** Service Provider will, as soon as practicable after the close of the Application Lists and in accordance with the terms of the Receiving Bank Agreement, provide the Overall Coordinators with such information, calculations and assistance as the Overall Coordinators may require for the purposes of determining:

- (i) in respect 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;

- (ii) in respect of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares in respect of which Hong Kong Public Offering Applications have not been received; and
- (iii) the manner and basis of allocation of the Hong Kong Offer Shares.

3.1.4 **Receiving Bank; Nominee**

The Company has appointed the Receiving Banks to act as receiving banks in connection with the Hong Kong Public Offering and has appointed the Nominees in connection with the receiving and holding of the Hong Kong Public Offering Application Monies and any interest accruing thereon, in both cases on and subject to the terms and conditions of the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to hold and deal with the Hong Kong Public Offering Application Monies to be received from the Hong Kong Public Offering and the interests accrued thereon on the terms set out in the Receiving Bank Agreement and in accordance with the Hong Kong Public Offering Documents.

3.1.5 **H Share Registrar and White Form eIPO**

The Company has appointed the H Share Registrar to provide services in connection with the processing of Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar Agreement. The Company has also appointed the H Share Registrar to act as the service provider in relation to the **White Form eIPO** service. The Company undertakes 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.

3.1.6 **Further assurance**

Without prejudice to the foregoing obligations, each of the Warrantors jointly and severally undertake with the Overall Coordinators, the Joint Sponsors and the Hong Kong Underwriters that he/it will give all such assistance and provide all such information and do (or procure to be done) all such other acts and things as may be required by the Overall Coordinators or the Joint Sponsors to implement the Hong Kong Public Offering and this Agreement and that it will comply with all requirements so as to enable listing of and permission to deal in the H Shares to be granted by the Listing Committee, such dealings to commence on or before the Listing Date and to enable such listing to be maintained thereafter, including in particular, effecting all necessary registrations and/or filings with the Stock Exchange, the SFC, the CSRC and/or the Registrar of Companies in Hong Kong, and the Company will take all steps to ensure that each of the Directors shall duly sign or cause to be duly signed on

their behalf all documents required to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the H Shares on the Stock Exchange.

3.2 Hong Kong Public Offering Documents

None of the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters shall have any liability in respect of any omission of information from any Hong Kong Public Offering Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard).

3.3 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 thereafter and in no event later than the Business Day before the Listing Date (or any other date specified below):

- 3.3.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank pari passu in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment and that they will rank pari passu in all respects with other Shares in issue and the International Offering Shares to be issued;
- 3.3.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) be entered in the register of members of the Company accordingly (without payment of any registration fee) immediately upon the Global Offering being unconditional; and
- 3.3.3 procure that H share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for and in such manner as set out in the Hong Kong Public Offering Documents and this Agreement on or before the date specified in the Prospectus.

3.4 Underwriting of the Hong Kong Public Offering

3.4.1 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 Clause 3.4.2, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to such Hong Kong Public Offering Application having been duly made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to Clause 3.1.3, be reduced pro tanto by the number of Hong Kong Offer Shares comprised in such Hong Kong Public Offering Application to the extent that such Hong Kong Public Offering Application has been accepted until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Each such Hong Kong Public Offering Application to which this Clause 3.4.1 applies must bear the name of the Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) by whom or on whose behalf the application is made and its official chop (or in the case of electronic application instruction, the broker number of the Hong Kong Underwriter) and there must be clearly marked on the applications “Hong Kong Underwriter’s Application”, with a copy to be delivered to the Overall Coordinators by 12:00 noon on the Acceptance Date.

3.4.2 Several underwriting commitments

On 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 validly applied for pursuant to Accepted Hong Kong Public Offering Applications (including Underwriter’s Hong Kong Public Offering Applications) or in respect of which payment has not been cleared (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 Underwriter’s Hong Kong Public Offering Applications to zero pursuant to Clause 3.4.1) shall, subject as provided in Clauses 2.7 and 3.4.7, apply or procure applications for such respective number of Hong Kong Offer Shares in aggregate representing the shortfall in the Hong Kong Public Offering Under-Subscription at the Offer Price (“**Unsold Hong Kong Offer Shares**”) in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making Hong Kong Public Offering Applications and the terms of payment) and shall pay or procure to be paid the full amount payable on application (plus Brokerage, Fees and Levies) in accordance with Clause 3.4.6, provided that the obligations of the Hong Kong Underwriters in respect of such Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be several (and not joint or joint and several) and that the number of Unsold Hong Kong Offer Shares each Hong Kong Underwriter is required to apply or procure application under this Clause 3.4.2 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 opposite its name in ***Schedule 2***.

Where in relation to such Hong Kong Underwriter:

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

- 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 3.4.2, 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 2.5, 2.7 and 3.4.7, 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 Public Offering Application of such Hong Kong Underwriter pursuant to Clause 3.4.1; and
- U is the aggregate of (C - P) for all the Hong Kong Underwriters.

The obligations of the Hong Kong Underwriters determined pursuant to this Clause 3.4.2 may be rounded, as determined by the Overall Coordinators at 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 3.4.2 shall be final and conclusive. If there is no Hong Kong Public Offering Under-Subscription, then the obligations of the Hong Kong Underwriters in relation to the Hong Kong Public Offering shall forthwith cease.

3.4.3 Acceptance of applications

The Company agrees with the Hong Kong Underwriters that all duly completed and submitted applications received prior to the Application Lists being closed and accepted by the Overall Coordinators pursuant to Clause 3.1.3, either in whole or in part, will, if accompanied with a remittance in the required amount which has been duly cleared, be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform the obligations imposed on them by this Clause 3.4.

3.4.4 Calculation of Hong Kong Offer Shares applied for

Following the closing of the Application Lists, the Company shall cause the Receiving Bank, the H Share Registrar and the **White Form eIPO** Service Provider as soon as possible, and in any event not later than 10:00 p.m. on the Acceptance Date, to complete the processing of the Hong Kong Public Offering Applications and in the event of a Hong Kong Public Offer Under-Subscription, to notify the Overall Coordinators forthwith of the number of the unsubscribed Hong Kong Offer Shares.

3.4.5 **Notification to the Hong Kong Underwriters**

Subject to Clause 2.7, in the event of a Hong Kong Public Offering Under-Subscription so that the Hong Kong Underwriters are obliged to apply for or procure applicants for the Unsold Hong Kong Offer Shares at the Offer Price, the Company will procure that the Receiving Bank, the H Share Registrar and the **White Form eIPO** Service Provider as soon as possible and in any event by 10:00 p.m. on the Acceptance Date (such Business Day being hereinafter referred to as the “**Shortfall Notification Date**”) notify the Overall Coordinators of the number of the Unsold Hong Kong Offer Shares. The Overall Coordinators will notify as soon as possible and in any event by 11:00 p.m. on the Shortfall Notification Date the Hong Kong Underwriters of the number of Unsold Hong Kong Offer Shares falling to be taken up after determination by the Overall Coordinators pursuant to Clause 3.4.2, having taken into account the invalid applications and any clawforward pursuant to Clause 2.7 and any exercise of their rights under Clause 3.4.7 (the “**Overall Coordinators’ Notice**”).

3.4.6 **Hong Kong Underwriters' subscription obligations**

As soon as practicable, and in any event not later than 12:00 noon on the first Business Day immediately after the receipt of Overall Coordinators’ Notice, each of the Hong Kong Underwriters will pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such Hong Kong Offer Shares as fall to be taken up by it after determination by the Overall Coordinators pursuant to Clause 3.4.2 (which shall include all amounts on account of Brokerage, Fees and Levies in accordance with the terms of the Hong Kong Public Offering), and the Company will, as soon as practicable after such payment and in no event later than the date set out in Clause 3.3, 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 the H share certificates in relation to such Hong Kong Offer Shares, in each case on the basis set out in Clause 3.3.

3.4.7 **The Overall Coordinators’ option**

If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators shall have the right (but shall not be obliged) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to

apply or procure applications for pursuant to Clause 3.4.2. Any application submitted or procured to be submitted by the Overall Coordinators pursuant to this Clause 3.4.7 in respect of which payment is made mutatis mutandis in accordance with Clause 3.4.6 shall satisfy pro tanto the obligation of the relevant Hong Kong Underwriter under Clause 3.4.2 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

3.5 Default of a Hong Kong Underwriter

Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto), none of the Overall Coordinators and any of the Hong Kong Underwriters will be liable for any failure on the part of any of the Hong Kong Underwriters to perform any of such other Hong Kong Underwriter's obligations under this Agreement. Notwithstanding the foregoing, each of the Overall Coordinators and the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any or all of the Hong Kong Underwriters.

3.6 Payment obligations relating to the Hong Kong Public Offering

3.6.1 Payment to the Company

The Hong Kong Public Offering Application Monies will, subject to and in accordance with the provisions of the Receiving Bank Agreement and subject to Clauses 3.6.2, 3.6.3 and 3.6.4, be paid over to the Company in Hong Kong dollars by wire transfer to a bank account in Hong Kong designated in writing by the Company to the Overall Coordinators or by such other means as may be agreed between the Company and the Overall Coordinators as soon as the Conditions have been fulfilled (or waived) and the H Share Registrar has despatched valid share certificates in the names of successful applicants or HKSCC Nominees Limited (as the case may be) for the Hong Kong Offer Shares for receipt on or before the Listing Date; provided that:

(i) the Nominee will, in accordance with the provisions of the Receiving Bank Agreement, deduct from the amount so payable to the Company and pay to the Overall Coordinators (where a person other than the Overall Coordinators is entitled to any amount so paid, as agent on behalf of such person) or to such person as the Overall Coordinators may instruct the underwriting commission under Clause 4.1.1, and the Sponsors' fee under Clause 4.2.

(ii) to the extent that the amounts deducted by the Nominee under Clause 3.6.1(i) are insufficient to cover the amounts payable by the Company pursuant to Clauses 4.1.1, and 4.2, or the Nominee does not or will not deduct in accordance with Clause 3.6.1(i), 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

forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves or on behalf of the Hong Kong Underwriters) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 3.6.1 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 Hong Kong Public Offering Application Monies if and to the extent that the Offer Price shall be determined at below HK\$81.0 per Offer Share.

3.6.2 Payment of Brokerage, Fees and Levies

Subject to the receipt of the applicable amount and pursuant to Clause 4.3, 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, Fees and Levies in respect of Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the Hong Kong Public Offering Application Monies.

3.6.3 Payment of Trading Fee and Transaction Levies on behalf of the Company

The Overall Coordinators, on behalf of the Company, will arrange for the payment by the Nominee of the Trading Fee and the Transaction Levies payable by the Company as the case may be in respect of Accepted Hong Kong Public Offering Applications to the Stock Exchange or the SFC (as appropriate), such amounts to be paid out of the Hong Kong Public Offering Application Monies.

3.6.4 Refund of Hong Kong Public Offering Application Monies

In accordance with the terms of the Registrar Agreement, the H Share Registrar will arrange for the payment or distribution of cheques to applicants under the Hong Kong Public Offering who are entitled to receive any refund of Hong Kong Public Offering Application Monies (without any interest) in accordance with the terms of the Hong Kong Public Offering Documents.

3.6.5 Discharge from Hong Kong Underwriter's Obligations

As soon as the Hong Kong Offer Shares comprising the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter shall be subscribed and paid for by the Hong Kong Underwriter and/or subscribers procured by such Hong Kong Underwriter and/or otherwise pursuant to this Agreement, such Hong Kong Underwriter shall be discharged from its obligations and liabilities arising out of its Hong Kong Public Offering Underwriting Commitment.

3.6.6 No responsibility for default

The Company acknowledges that the Joint Sponsors, the Sponsors-Overcall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the CMIIs have no liability whatsoever for any default by the Nominee or any other application or otherwise of funds.

3.7 Advice to the Company

3.7.1 The Company hereby confirms and acknowledges that each of the Overall Coordinators in its role as an overall coordinator under the Code of Conduct has:

- (i) engaged the Company at various stages during the process of the Global Offering to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- (ii) explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limiting to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- (iii) advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- (iv) advised the Company on the information that should be provided to syndicate CMIIs (having the meaning ascribed to it under the Code of Conduct) to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- (v) provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMIIs (having the meaning ascribed to it under the Code of Conduct) participating in the Global Offering;
- (vi) advised and guided the Company and the Directors as to their responsibilities under the Listing Rules and any other regulatory requirements or guidance issued by the Stock Exchange and SFC from time to time which apply to placing activities including the Global Offering, and that the Company and the directors fully understand and undertake to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIIs that they have met or will meet these responsibilities; and
- (vii) explained the potential concerns and advised the Company against making any decision which may deviate from the Overall Coordinators' advice or

recommendations in relation to pricing or allocation of the Offer Shares or which may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market.

4 COSTS, EXPENSES, FEES AND COMMISSIONS

4.1 Underwriting commissions

4.1.1 In consideration of the services of the Hong Kong Underwriters under this Agreement, the Company will pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission at the rate of 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.6 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering under Clause 2.7), out of which the Hong Kong Underwriters will meet all (if any) sub-underwriting commissions. The respective entitlements of the Hong Kong Underwriters to the underwriting commission will be determined by the Overall Coordinators and the Company and paid in accordance with the International Underwriting Agreement.

4.1.2 In addition, the Company may, at its sole and absolute discretion, pay to the syndicate members involved in the Global Offering an additional discretionary fee of up to 2.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.6 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering under Clause 2.7). Such fee (if any) shall be determined by the Company at its sole discretion and shall be allocated among the Underwriters in such proportions as the Company may decide in its sole and absolute discretion according to the International Underwriting Agreement.

4.2 Sponsors' fees

The Company shall further pay to the Joint Sponsors a sponsorship and documentation fee and such other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to the Sponsor and Sponsor-OC Engagement Agreements and/or such other agreement(s) between them.

4.3 Expenses in connection with the Hong Kong Public Offering

Subject to Clause 4.4, the Company shall bear all costs, fees and expenses in connection with or incidental to, the Global Offering and any associated transactions and this Agreement and transactions contemplated thereby or hereby, but subject to the terms

and conditions under the respective engagement letters entered into between the Company and the relevant parties, including, without limitation:-

- (i) all fees and expenses of the Reporting Accountants;
- (ii) all fees and expenses of the H Share Registrar;
- (iii) all fees and expenses of the **White Form eIPO** Service Provider;
- (iv) all fees and expenses of the legal advisers to the Underwriters and the legal advisers to the Company;
- (v) all fees and expenses of any public relations consultants;
- (vi) all fees and expenses of any translators;
- (vii) all fees and expenses of any Internal Control Consultant;
- (viii) all fees and expenses of the Nominees and the Receiving Banks;
- (ix) all fees and expenses of other agents of, and advisers to, the Company;
- (x) all fees and expenses related to the application for listing of, and permission to deal in, the Offer Shares on the Stock Exchange and the registration of any documents with any relevant Governmental Authority;
- (xi) all roadshow costs and expenses and other related fees and expenses incurred by the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the CMIs;
- (xii) all costs of preparation, printing, despatching and distribution of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all advertising costs and expenses;
- (xiii) all costs and expenses related to the despatch and distribution of the Offer Documents and investor presentation materials in all relevant jurisdictions;
- (xiv) all CCASS transaction fees payable in connection with the Global Offering;
- (xv) all costs and expenses related to the printing and despatching of H share certificates, letters of regret and refund cheques;
- (xvi) all Brokerage, Fees and Levies payable by the Company and any stamp or capital duty (if any), premium duty (if any) and other fees, charges and expenses payable in respect of the creation, allotment and issue of the Offer Shares, including but not limited to, any such stamp or capital duty (if any), premium

duty (if any) and fees, charges and expenses incurred or payable under or pursuant to the Stabilisation;

- (xvii) all costs and expenses related to the launching of the Global Offering;
- (xviii) all costs and expenses of conducting the syndicate analysts' briefing;
- (xix) all costs and expenses of conducting pre-marketing and investors education relating to the Global Offering and for printing and distribution of research reports;
- (xx) all processing charge and related expenses payable to HKSCC;
- (xxi) all travelling, telecommunications and other out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMIs in connection with and/ or incidental to the performance of their obligations pursuant to this Agreement, the International Underwriting Agreement, the Sponsor and Sponsor-OC Engagement Agreements and the Global Offering which are not otherwise specifically provided for in this Clause 4.3; and
- (xxii) all fees, costs and expenses incurred by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMIs on the Company's behalf which the Company further agrees in writing with the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMIs after the date of this Agreement are to be reimbursed by the Company,

and unless so deducted pursuant to Clause 3.6.1, the Company shall, the Warranting Shareholders shall procure the Company to, forthwith upon request reimburse the Overall Coordinators for the amount(s) of any such expenses and any other expenses which the Overall Coordinators may have incurred on behalf of the Company. For the avoidance of doubt, the initial listing fees payable to the Stock Exchange shall be borne solely by the Company.

Nothing in this Clause shall extinguish the unfettered right of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMIs to claim against the Company for all fees, costs and expenses that have been legally incurred in connection with the Global Offering and listing of the H Shares on the Main Board of the Stock Exchange.

4.4 Costs and expenses payable in case the Global Offering does not proceed

If this Agreement shall be rescinded or terminated or 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 4.1, but the Company shall still be liable for all the sponsorship and documentation fees referred to in Clause 4.2 and to each of the relevant party, all such costs, fees, charges and expenses referred to in Clause 4.3 which have been incurred or are liable to be paid by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the CMIs or any of the parties referred to thereunder.

4.5 Time of payment of costs

All commissions, fees, costs, charges and expenses referred to in this Clause 4 shall, if not so deducted pursuant to Clause 3.6.1, be payable by the Company within seven days of the first written request by the Overall Coordinators or in accordance with the engagement letter(s) or agreement(s) entered into by the Company and the relevant parties, whichever is earlier. All payments to be made by the Company under this Clause 4.5 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. The calculation by the Overall Coordinators or the Joint Sponsors of the amount payable or deductible shall be conclusive in the absence of manifest error.

5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, Warranties and undertakings by the Warrantors

The Warrantors jointly and severally represent, warrant, agree and undertake to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs in the terms set out in ***Schedule 4***. The Warrantors accept that each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs is entering into this Agreement in reliance upon each of such Warranties.

5.2 Rights in relation to the Warranties

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

5.2.2 The Warranties shall remain in full force and effect notwithstanding completion of the Global Offering.

5.2.3 The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting at the date of this Agreement. In addition, the Warranties shall be deemed to be given on and/or repeated as at:

- (i) the date on which the Hong Kong Public Offering Documents are registered by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- (ii) the Prospectus Date and the date(s) of the supplemental Prospectus (es)(if any);
- (iii) the Acceptance Date;
- (iv) the Price Determination Date;
- (v) immediately prior to the time when sales of the International Offering Shares were first made, which for the purposes of this Agreement is expected to be December 24, 2025 (Hong Kong time on the date of the International Underwriting Agreement);
- (vi) the time of payment for the Hong Kong Offer Shares to be taken up;
- (vii) the date of the announcement of the results of allocation in the Hong Kong Public Offering;
- (viii) immediately prior to 8:00 a.m. on the Listing Date;
- (ix) the date on which all the Conditions are fulfilled or waived in accordance therewith;
- (x) immediately prior to the commencement of dealings in the Offer Shares on the Stock Exchange;
- (xi) the day(s) on which the Over-allotment Option is(are) exercised or expired;
- (xii) the day(s) of settlement in respect of any exercise of the Over-allotment Option; and
- (xiii) the date on which the stabilisation period expires,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above without taking into consideration any amendment or supplement to any of the Offer Documents made or delivered under Clause 9.2.3 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any

delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 5.2.3 shall affect the on-going nature of the Warranties.

5.2.4 If at any time on or prior to the last date on which the Warranties are deemed to be given pursuant to Clause 5.2.3, by reference to the facts and circumstances then subsisting, any matter or event comes to the attention of any of the Warrantors which:

- (i) would or might result in any of the Warranties, if repeated immediately after the occurrence of such matter or event, being untrue or inaccurate or misleading; or
- (ii) would or might render any statement untrue, inaccurate or misleading, whether of fact or opinion, contained in the Offer Documents or any of them if the same were issued immediately after the occurrence of such matter or event; or
- (iii) would or might result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offer Documents, Application Proof(s), Post Hearing Information Pack or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event); or
- (iv) would or might result in any breach of the representations, warranties or undertakings given by any of the Warrantors or any circumstances giving rise to a claim under any of the indemnities as contained in, or given pursuant to, this Agreement,

such Warrantor shall forthwith notify and consult the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and shall, at its own expense, take such steps as may be requested by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to remedy the same.

5.2.5 If any matter or event referred to in Clause 5.2.4 shall have occurred, nothing herein shall prejudice any rights that the Overall Coordinators or any of the Hong Kong Underwriters may have in connection with the occurrence of such matter or event, including without limitation its rights under Clause 8.

5.2.6 The Warrantors shall not, and shall procure that each of their respective Affiliates, none of the members of the Group will:

- (i) do or omit to do anything or permit to occur any event which would or might render or cause, and will use their respective best efforts not to permit, any of the Warranties to be untrue, inaccurate or misleading, or

breached in any respect at or prior to any time referred to in Clause 5.2.3 (assuming such Warranties to be repeated at such times with reference to the facts and circumstances then subsisting);

- (ii) do or omit to do anything or permit to occur any event which would or could materially and adversely affect the Global Offering; or
- (iii) without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offer Documents or any of them without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters); and (ii) at any time until the First Six-Month Period expires enter into any contract or commitment of an unusual or onerous nature or which could materially and adversely affect the business or affairs of the Company and the Group taken as a whole, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract for the purpose of the Offer Documents or a material commitment of the Company.

5.2.7 For the purpose of this Clause 5:

- (i) the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and all other matters and arrangements referred to or contemplated by this Agreement;
- (ii) if an amendment or supplement to the Offer Documents, Application Proof, Post Hearing Information Pack or any of them is published after the date hereof, Warranties relating to any such documents given pursuant to this Clause 5 shall be deemed to be repeated on the date of publication of such amendment or supplement, and when so repeated, Warranties relating to such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement; and
- (iii) the benefit of the Warranties contained in this Agreement may be assigned in whole or in part by any of the Hong Kong Underwriters to any of their respective Affiliates, and their respective directors, officers, employees, agents and sub-underwriters but save as aforesaid and as provided in Clause 9.3.2, no party hereto shall assign or transfer any of its rights or obligations under this Agreement.

5.3 Warrantors' knowledge

A reference in this Clause 5 or in Schedule 4 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 and that the

Warrantors in respect of any Warranty made by them have used their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI 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-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs under this Clause 5 shall not be prejudiced in any way whatsoever by such knowledge, investigation or enquiry.

5.4 Consideration

The Warrantors have entered into this Agreement, and agreed to give the Warranties herein, in consideration of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs agreeing to enter into this Agreement on the terms set out herein.

6 FURTHER UNDERTAKINGS

6.1 Further undertakings by the Company

The Company undertakes to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that, and each of the other Warrantors undertakes to procure that:

- (i) the Company will comply in all respects with the terms and conditions of the Global Offering and, in particular, without limitation:
 - (a) to comply with all applicable Laws in effect from time to time, in particular, to comply with the obligations imposed upon it by the CSRS Rules, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules in respect of or by reason of the making of the Global Offering including, but without limitation, the making of all necessary filings (including the CSRC Filings) and obtaining all necessary Approvals with the CSRC, the Registrar of Companies in Hong Kong, the Stock Exchange and the SFC and any other relevant Governmental Authority and the making available of documents on display in the manner referred to in the paragraph headed “Documents Delivered to the Registrar of Companies and Available on Display - Documents Available on Display” in Appendix VII to the Prospectus during the period specified in that paragraph;

- (b) to comply in all aspects with the terms and conditions of the Global Offering and, in particular, to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clauses 3.4.6 and 3.4.7, to the applicants under Clause 3.4.6 or, as the case may be, as the Overall Coordinators direct; and
 - (c) as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 5:00 p.m. on December 29, 2025 (the date specified in the Prospectus for the despatch of the share certificates), to cause definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procure that the share certificates for Hong Kong Offer Shares in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock account of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;
- (ii) the Company will use its best endeavours to procure that the H Share Registrar, the **White Form eIPO** Service Provider and the Receiving Bank will comply with the terms of their respective appointment, all applicable Laws (including, without limitation, the Guidelines for Electronic Public Offerings published by the SFC) and any reasonable instructions from the Overall Coordinators in connection with the Global Offering, and will do all such acts and things as may be required to be done by each of them and by the time specified or necessary in connection with the Global Offering and the transactions contemplated thereunder, and in particular, but without limitation, as set out in the Registrar Agreement, any agreement between the Company and the **White Form eIPO** Service Provider and the Receiving Bank Agreement, respectively;
- (iii) none of the terms of the appointments of the H Share Registrar, the **White Form eIPO** Service Provider and the Receiving Bank shall be amended without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- (iv) each of the Warrantors will, and will cause its Affiliates and subsidiaries and any party acting on its behalf to, comply with the CSRC Rules, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules (as relevant) and any requirements to publish information affecting the information contained in the Prospectus including supplemental listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document as contemplated above without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Joint Sponsors;

- (v) as soon as practicable and in any event before the commencement of dealings in the H Shares on the Stock Exchange, the Company will procure its legal advisers to submit a declaration substantially as in Form F pursuant to Rule 9.11(37) of the Listing Rules on FINI;
- (vi) none of the connected persons (as defined in the Listing Rules) of the Company will apply for or acquire any Offer Shares either in their own names or through nominee unless permitted to do so under the Listing Rules and obtain confirmation from the Stock Exchange to that effect;
- (vii) the Company will use all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the paragraph headed “Future Plans and Use of Proceeds - Use of Proceeds” in the Prospectus. The Company will not directly or indirectly use any of the proceeds from the International Offering to fund any operations in, to finance any investments, projects or activities in, to make any payments to, any country, or to make any payments to, or finance any activities with, any person, targeted by any of the economic sanctions promulgated by any Executive Order issued by the President of the United States or administered by the United States Treasury Department’s Office of Foreign Asset Control. The Company will maintain and implement adequate internal controls and procedures to monitor and audit transactions that are reasonably designed to detect and prevent any use of the proceeds from the Global Offering that is inconsistent with any of the Company’s representations and applicable obligations;
- (viii) except pursuant to the Global Offering (including pursuant to the Over-allotment Option), during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the “**First Six-Month Period**”), the Company will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:
 - (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any other warrants or other rights to purchase, any Shares), or deposit any Shares or other securities of the Company, with a depositary in connection with the issue of depositary receipts; or repurchase any Shares or other securities of the Company, or

- (b) enter into any swap, derivative or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company); or
- (c) enter into any transaction with the same economic effect as any transactions specified in Clause 6.1(viii)(a) or 6.1(viii)(b) above; or
- (d) offer to or agree to or announce any intention to effect any transaction specified in Clause 6.1(viii)(a), 6.1(viii)(b) or 6.1(viii)(c) above,

in each case, whether any of the transactions specified in Clause 6.1(viii)(a), 6.1(viii)(b) or 6.1(viii)(c) above is to be settled by delivery of Shares or other securities of the Company or shares or other securities of any other Group Company, as applicable, or in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the First Six-Month Period);

- (ix) in the event that, during the period of six months immediately following the expiry of the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 6.1(viii)(a), 6.1(viii)(b) or 6.1(viii)(c) above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in any Shares or other securities of the Company;
- (x) the Company will use its best efforts to maintain the listing of the H Shares on the Stock Exchange;
- (xi) without prejudice to Clauses 3.4.6, 3.6.2 and 3.6.3, the Company will pay any tax, duty, levy, fee or other charge or expense (if any) which may be payable in Hong Kong or elsewhere, whether pursuant to the requirement of any Laws or otherwise, in connection with the creation, allotment, issue, sale or transfer of the Offer Shares, the Global Offering, or the execution and delivery of, or the performance of any of the provisions under, this Agreement;
- (xii) the Company shall not at any time after the date of this Agreement up to and including the date on which all the Conditions are fulfilled or waived, amend or agree to amend the Articles of Association or enter into or allow any Group Company to enter into any commitment or arrangement which could materially and adversely affect the Global Offering or which is outside the ordinary course of business of any member of the Group or take any steps which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any expression of policy or intention in the Prospectus or make any material amendment to any of the service contracts of the Directors or waive or release a Director from any provision of his service

contract and the Company shall do all such acts and things to enforce or preserve the rights of the Company under the service contracts;

- (xiii) at any time within the period during which the Over-allotment Option may be exercised, the Company shall not declare or make any payment of dividends, make any other distribution of profits whatsoever, any return of value or any issue of bonus Shares to its shareholders or offer or agree to do any of the foregoing or announce any intention to do so;
- (xiv) if at any time prior to the completion of the issue of the Offer Shares by the Company, any event occurs as a result of which any of the Offer Documents, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Offer Documents to comply with applicable Laws, the Company and the Warrantors will promptly notify the Joint Sponsors and will prepare and provide to the Joint Sponsors an amendment or supplement which will correct such statement or omission and effect such compliance and will not distribute any such amendment or supplement which the Joint Sponsors object;
- (xv) if, at any time up to or on the date falling six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offer Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offer Documents had it arisen before any of them was issued, then the Company shall:
 - (a) promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators;
 - (b) if so required by the Joint Sponsors, inform the Stock Exchange, the SFC and/or the CSRC of such change or matter;
 - (c) (if so required by the Stock Exchange, the SFC, the CSRC, the Joint Sponsors or the Overall Coordinators) promptly prepare and (through the Joint Sponsors unless the Joint Sponsors agree not to do so) deliver to the Stock Exchange for approval documentation containing details thereof in a form agreed by the Joint Sponsors and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Joint Sponsors and the Overall Coordinators may require; and
 - (d) make any necessary announcements through the Stock Exchange and the press to avoid a false market being created in the Offer Shares.

The Company undertakes not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating

to any matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators;

- (xvi) the Company will assist the Overall Coordinators to obtain the qualification of the Offer Shares for offering under the Laws of such jurisdictions as the Overall Coordinators may designate and to maintain such qualifications in effect so long as required for the sale of the Offer Shares. The Company will promptly advise the Overall Coordinators of the receipt by the Company of any notification with respect to the suspension of the qualification of the Offer Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;
- (xvii) each Warrantor agrees not to, and to cause its respective Affiliates not to, 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 stabilisation or manipulation of the price of the Shares or any securities of the Company. For the avoidance of doubt, the Stabilising Manager (and/or its agent(s)) may engage in transactions which stabilise the market price of the Offer Shares in accordance with Clause 2.8;
- (xviii) the Company shall ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant will promptly be rectified or improved in accordance with any recommendations or suggestions made by the Internal Control Consultant in such internal control report and to a standard to allow compliance by the Company and its board of Directors with all applicable Laws;
- (xix) each of the Warrantors, their respective directors and employees will not provide Non-Public Information to any investment research analyst at any time up to and including the day falling on the later of (i) 40 calendar days after the closing of the Global Offering; (ii) 40 calendar days after the closing date for the Over-allotment Option (if the Over-allotment Option is exercised), or (iii) such later date as the Overall Coordinators may indicate in writing;
- (xx) the Company will cooperate with and fully assist, and procure members of the Group, the Warrantor Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Overall Coordinators, the Underwriters to facilitate its performance of its duties, as the case may be, as a sponsor, overall coordinator or capital market intermediary and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the CSRC Rules, the Code of Conduct and the Listing Rules (including, without limitation, the provision of materials, information and documents to the CSRC, the Stock Exchange and the

SFC under paragraphs 21.3 and 21.4 of the Code of Conduct and Chapter 3A of and paragraph 19 of Appendix F1 to the Listing Rules);

- (xxi) the Company will comply with (and the Company hereby confirms that it has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC and any other Governmental Authority) including, without limitation:
- (a) complying 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 CSRC, the Stock Exchange, the SFC or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;
 - (b) complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
 - (c) where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant PRC Governmental 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 Underwriters) of such material information to the extent permitted by the applicable Laws;
 - (d) complying with the Listing Rule requirement to document the rationale behind the Company’s decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators (each in the capacity of an overall coordinator) in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
 - (e) complying with and procuring the Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate

members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;

- (f) notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
 - (g) keeping the Joint Sponsors and the Overall Coordinators (each in the capacity of an overall coordinator) informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under paragraph (xxi) above, and to enable 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;
 - (h) providing to or procuring for the Overall Coordinators (each in the capacity of an overall coordinator) all necessary consents to the provision of the information referred to in paragraphs (xxi) to (xxii) of this Clause to them; and
 - (i) complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators (each in the capacity of an overall coordinator) and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Overall Coordinators (each in the capacity of an overall coordinator); and
- (xxii) the Company shall inform the Stock Exchange and the SFC of such change or matter if so required by any of the Joint Sponsors, the Overall Coordinators, the Underwriters (including the CMIs).

6.2 Further undertakings by each Warrantor

Each of the Warrantors undertakes to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it/he will notify each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs immediately if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than “Not Applicable” or, unless requested, “Non-SFC authorised fund”) as set out in the Stock Exchange's placee list template or required to be disclosed by the FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the

Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company's allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the directors, chief executive, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries or a close associate of any of them (as such terms are defined in the Listing Rules).

6.3 Restrictions on dealings and related matters

6.3.1 Each of the Warranting Shareholders hereby jointly and severally undertakes to each of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's that, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (i) at any time during the First Six-Month Period, it/he shall not, and shall procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him and the companies controlled by it/he/she (together, the “**Controlled Entities**”) shall not, (a) allot, issue, sell, offer to allot, issue, sell, contract or agree to allot, issue, sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to allot, issue, 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) beneficially owned by it/him directly or indirectly through its Controlled Entities (the “**Relevant Securities**”), or deposit any Relevant Securities 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 of the Relevant Securities; (c) enter into or effect any transaction with the same economic effect as any of the transactions referred to in sub-paragraphs (a) or (b) above; or (d) offer to or agree to or announce any intention to enter into or effect any of the transactions referred to in sub-paragraphs (a), (b) or (c) above, in each case whether any of the foregoing transactions referred to in sub-paragraphs (a), (b) or (c) is to be settled by delivery of Shares or any other securities of the Company or in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period);
- (ii) it/he will not, at any time during the Second Six-Month Period, enter into any of the transactions specified in Clause 6.3.1(i) above, or offer to or

agree to or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it together with other Controlling Shareholders will cease to be a “controlling shareholder” (as defined in the Listing Rules) of the Company;

- (iii) in the event that it/he enters into any of the transactions specified in Clause 6.3.1(i) above or offer to or agrees to or announce any intention to effect any such transaction until the expiry of the Second Six-Month Period, it/he shall take all reasonable steps to ensure that it/he will not create a disorderly or false market for any Shares or other securities of the Company; and
- (iv) it/he shall, and shall procure that the relevant registered holder(s) and other Controlled Entities shall, comply with all the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by it/him or by the registered holder(s) and/or other Controlled Entities of any Shares or other securities of the Company.

6.3.2 Each of the Warranting Shareholders further undertakes to each of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that, at any time during the First Six-Month Period and the Second Six-Month Period, it/he will:

- (i) when it/he pledges or charges any securities beneficially owned by it/him in favour of an authorised institution, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledges or charges together with the number of securities and nature of interest so pledged or charged; and
- (ii) when it/he receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities will be sold, transferred or disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications.

The Company shall inform the Stock Exchange in writing as soon as it has been informed of any of the matters referred to above (if any) by the Warranting Shareholders and disclose such matters by way of an announcement to be published in accordance with the Listing Rules as soon as possible.

6.4 **Obligations and liability**

- 6.4.1 The obligations of each of the Warrantors shall be binding on his, her or its personal representatives and successors (as the case may be).
- 6.4.2 Any liability to any party to this Agreement may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party as regards any person under such liability without prejudicing the rights of any other party or the relevant party's other rights against such person or the relevant party's rights against any other person under the same or a similar liability.
- 6.4.3 Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto), for the avoidance of doubt, neither the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters nor any of the CMIs shall be responsible or liable for any breach of the provisions of this Agreement by any other Hong Kong Underwriters (other than itself in its capacity as a Hong Kong Underwriter).
- 6.4.4 No claim shall be made against the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or against any other of the Indemnified Persons (as defined below) (such right of the Indemnified Persons being held by the Hong Kong Underwriters as trustee for the Indemnified Persons) by the Company and/or any of the other Warrantors (and each of the Warrantors shall procure that none of its Affiliates shall make any such claim), to recover any damage, cost, charge or expense which any of the Warrantors may suffer or incur by reason of or arising out of the carrying out by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs of the work to be done by any of them or the performance of their respective obligations hereunder or otherwise in connection with any other Underwriting Documents, the Offer Documents, the Global Offering and any associated transactions (whether in performance of its duties as underwriter or otherwise). Specifically (but without prejudice to the generality of the foregoing), none of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares or any announcements, documents, materials, communications or information whatsoever made, given, related or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by any of the Overall Coordinators or any of the Hong Kong Underwriters).

7 INDEMNITY

7.1 The Warrantors jointly and severally undertake to indemnify, defend and keep fully indemnified on demand (on an after-tax basis) and hold harmless each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (for itself and on trust for (a) its directors, officers, employees, agents, representatives, advisers, consultants, assignees and affiliates; (b) its subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 2.2.4; (c) all directors, officers, members, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates; (d) the successors and assignees of all of the foregoing persons (the “**Related Parties**”)) (each an “**Indemnified Person**”) from and against (i) all and any actions, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations and proceedings from time to time made or brought or threatened or alleged to be made or brought (together, the “**Actions**”) against or otherwise involve, and (ii) all losses, damages, liabilities, payments, costs, charges, expenses, claims and any action, writs, proceeding, investigation or inquiry by or before any Governmental Authority including legal fees and taxes (including stamp duty and any penalties and/or interest arising in respect of any taxes) (including, without limitation, all payments, costs or expenses made or incurred arising out of or in connection with the settlement of any Actions or in investigating, disputing or defending the same or the enforcement of any such settlement or any judgment obtained in respect of any Actions) (together, the “**Losses**”) which may be suffered, made or incurred by, an Indemnified Person (with such amount of indemnity to be paid to the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to cover all the Actions against and Losses incurred by, such party and its Related Parties) directly or indirectly in connection with:

- (a) the execution, delivery or performance by any one or more of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs of its/their obligations under this Agreement or any other Underwriting Documents or the Offering Documents or otherwise in connection with the Global Offering (including but not limited to the respective roles and responsibilities of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs under the Sponsor and Sponsor-OC Engagement Agreements, and the CMI Engagement Agreements or otherwise under the Code of Conduct); or
- (b) the issue, publication, distribution or making available of any of the Offering Documents, the CSRC Filings (including any amendment thereof or supplement thereto) and/or any document, public notice, announcement, material, communication and advertisement whatsoever in connection with the Company

or the Global Offering, or any amendments or supplements thereto (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs); or

- (c) the offer, allotment and issue or the sale and transfer, as the case may be, of the Offer Shares; or
- (d) any breach or alleged breach on the part of the Company or any of the other Warrantors of any of the provisions of any of the Underwriting Documents, the Offer Documents or the Articles of Association or any other agreements in connection with the Global Offering to which it is or is to be a party or an action or omission of the Company or any of its Subsidiaries, directors, officers or employees or any of the other Warrantors resulting in a breach of any of the provisions of any of the Underwriting Documents, the Offer Documents or the Articles of Association; or
- (e) any of the Warranties being untrue, inaccurate, misleading, deceptive or otherwise breached or being alleged to be untrue, inaccurate, misleading, deceptive or otherwise breached; or
- (f) any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offer Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs) 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 Underwriting Documents; or
- (g) any of the Offer Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs), or, in each case, any supplement or amendment thereto, containing any incomplete, inaccurate, misleading or deceptive statement or alleged untrue, incomplete, inaccurate, misleading or deceptive statement of a fact, estimate, forecast or expression of opinion, intention, or omitting or allegedly omitting a fact necessary to make any statement therein in light of the circumstances under which it was made, not misleading or deceptive, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained therein; or

- (h) any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules or the applicable Laws; or
- (i) the settlement by any Group Company of any investigation or proceeding by any Governmental Authority, commenced or threatened; or
- (j) any act or omission of the Company, any other Warrantors or any Group Company in relation to the Global Offering; or
- (k) any statement in any of the Offer Documents, the CSRC Filings or in any announcements, documents, materials, communications or information whatsoever made, given, released or 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-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs) or, in each case, any supplement or amendment thereto, being or alleged to be defamatory of any person or any jurisdiction; or
- (l) any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- (m) the Global Offering failing or being alleged to fail to comply with the requirements of the CSRC Rules, the Listing Rules, the Code of Conduct, the applicable Laws or any statute or statutory regulation of any applicable jurisdiction, or any condition or term of any approvals in connection with the Global Offering, other than as a result of breach(es) of undertakings hereof by the Hong Kong Underwriters or any of them; or
- (n) any of the Offer Documents failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made of the assets and liabilities, financial position, profits and losses and prospects of the Group or of the rights attaching to the Shares, or any risks relating to any of the foregoing; or

- (o) any breach, violation or non-compliance or alleged breach, violation or non-compliance by any of the Warrantors or any Group Company of any applicable Laws; or
- (p) any Action having commenced or being instigated or threatened against the Company, any Group Company or any of the Directors, or settlement of any such Action; or
- (q) any intermediary carrying out any placing or bookbuilding activities in respect of the Offer Shares otherwise than in accordance with the Listing Rules, the CSRC Rules or the Code of Conduct; or
- (r) otherwise, howsoever, in connection with the Global Offering and the underwriting thereof,

provided that the above indemnity in respect of Clause 7.1(a) shall not be available to any Indemnified Person to the extent, but only to the extent, that such Action or Loss is finally judicially determined by a court of competent jurisdiction to have been caused solely and directly by the gross negligence, wilful default or fraud on the part of such Indemnified Person, and any settlement or compromise of or consent to the entry of judgment with respect of any Action or Loss by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person shall be made without prejudice to any claim, action or demand any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person may have or make against the Company and/or any of the other Warrantors under this Clause or otherwise under this Agreement.

- 7.2 Counsel to the Indemnified Persons in relation to any Action shall be selected by the Overall Coordinators. The Warrantors shall not, without the prior written consent of the relevant Indemnified Person or the Hong Kong Underwriter of which such Indemnified Person is a Related Party, admit liability or responsibility, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any Governmental Authority, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Clause without first consulting the Indemnified Persons (whether or not such Indemnified Person is an actual or potential party thereto) or the Hong Kong Underwriter of which such Indemnified Person is a Related Party.
- 7.3 Any admission of liability or responsibility, settlement or compromise of or consent to the entry of judgment with respect to any Action or Loss by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying

obligation or duty to mitigate the same in relation to, any claim, action or demand any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person may have or make against the Company and/or any other Warrantors under this Agreement. The Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Persons are not required to obtain consent from any of the Warrantors with respect to such admission of liability or responsibility, settlement or compromise. The rights of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Persons herein are in addition to any rights that each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person may have at law or otherwise and the obligations of the Warrantors herein shall be in addition to any liability which the Warrantors may otherwise have.

- 7.4 The provisions of the indemnities contained in this Clause are not affected by any other provisions or forms (including any limitations) set out in this Agreement. For the avoidance of any doubt, the indemnity contained in this Clause 7 is not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at Laws or in equity.
- 7.5 If the indemnity under this Clause 7 is unavailable or insufficient to hold harmless an Indemnified Person, then the Warrantors shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Person as a result of such Actions or Losses:
- (a) in such proportion as is appropriate to reflect the relative benefits received by the Warrantors on the one hand and the Hong Kong Underwriters on the other hand from the Hong Kong Public Offering; or
 - (b) if the allocation provided in (a) above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in (a) above but also the relative fault of any of the Warrantors on the one hand and the Hong Kong Underwriters on the other hand which resulted in the Actions or Losses as well as any other relevant equitable considerations.
- 7.6 For the purpose of Clause 7.5, the relative benefits received by the Warrantors on the one hand and the Hong Kong Underwriters on the other hand shall be deemed to be in the same proportion as the total net proceeds received by the Company (before deducting expenses) as a result of the Global Offering bear to the aggregate amount of the commissions which the Hong Kong Underwriters are entitled to receive pursuant to Clause 4.1. Relative fault shall be determined by reference to, among other things, the relative intent, knowledge, access to information and opportunity to correct or prevent

the relevant breach or alleged breach on the part of the Warrantors of any of the provisions of this Agreement or the Warranties being untrue, misleading or deceptive or having been breached in any respect or being alleged to be untrue, misleading or deceptive in any respect or being alleged to have been breached in any respect. The parties to this Agreement agree that it would not be just and equitable if contributions pursuant to Clause 7.5 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Clause 7.6. The amount paid (on a several basis) by an Indemnified Person as a result of any Actions or Losses, shall be deemed to include any legal or other expenses incurred by such Indemnified Person in connection with investigating or defending any such Actions.

- 7.7 All payments made by the Warrantors under this Clause 7 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If a Warrantor makes a deduction under this Clause 7, the sum due from the Warrantors shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Person which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made. All amounts subject to indemnity under this Clause 7 shall be paid by the Warrantors as and when they are incurred within three Business Days of a written notice demanding payment being given to the relevant Warrantors by or on behalf of an Indemnified Person.
- 7.8 If a payment under this Clause 7 will be or has been subject to tax, the Warrantors shall pay the relevant Indemnified Person on demand the amount (after taking into account any tax payable in respect of the amount and treating for these purposes as payable any tax that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Person receives and retains a net sum equal to the sum it would have received had the payment not been subject to tax.
- 7.9 If a Warrantor 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 Warrantor or any other person is excluded or limited in any manner, and any of the Indemnified Persons may have joint and several liability with such adviser to the Warrantor or to any other person arising out of the performance of its duties under this Agreement or any other Underwriting Document or any Offer Document, the Warrantor shall:
 - 7.9.1 not be entitled to recover any amount from any Indemnified Person which, in the absence of such exclusion or limitation, the Warrantor would have been entitled to recover from such adviser; and
 - 7.9.2 indemnify the Indemnified Persons in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

- 7.9.3 take such other action as the Indemnified Person may require to ensure that the Indemnified Persons are not prejudiced as a consequence of such agreement or arrangement.
- 7.10 The foregoing provisions of this Clause 7 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed or the termination of the Agreement (as the case may be).

8 TERMINATION

- 8.1 The Joint Sponsors and the Overall Coordinators, at their sole and absolute discretion, may, for themselves and on behalf of the Hong Kong Underwriters, upon giving notice in writing to the Company made pursuant to Clause 9.13, terminate this Agreement with immediate effect if any of the following events occurs at or prior to 8:00 a.m. on the Listing Date:

- 8.1.1 there has come to the notice of the Joint Sponsors and/or the Overall Coordinators:

- (i) that any statement contained in any Offer Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents in connection with the Global Offering (including any supplement or amendments thereto) (collectively, the “**Relevant Documents**”) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete, misleading or deceptive in any respect or that any forecast, expression of opinion, intention or expectation expressed in any of the Relevant Documents is not, in the sole and absolute opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), fair and honest and based on reasonable assumptions, when taken as a whole; or
- (ii) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission therefrom; or
- (iii) any breach of any of the obligations imposed or to be imposed upon any party to this Agreement or the International Underwriting Agreement (including any supplemental or amendment thereto, as applicable) (in each case, other than on the part of any of the Underwriters); or
- (iv) any event, act or omission which gives or is likely to give rise to any material liability of any of the Warrantors pursuant to Clause 7 of this Agreement; or
- (v) any change or development involving a prospective adverse change constituting or having a material adverse effect in the assets, liabilities, general affairs, management, business prospects, shareholders’ equity,

- profits, losses, results of operations, position or conditions (financial, trading or otherwise) or performance of the Group, taken as a whole; or
- (vi) any breach of, or any event or circumstance rendering untrue or incorrect in any respect, any of the Warranties; or
 - (vii) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares (including any additional H Shares that may be issued upon the exercise of the Over-allotment Option) is refused or not granted, or is qualified (other than subject to customary conditions), on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
 - (viii) the Company withdraws any of the Relevant Documents or the Global Offering; or
 - (ix) any person (other than the Joint Sponsors) has withdrawn or sought to withdraw its consent to being named in the Prospectus or to the issue of any of the Prospectus; or
 - (x) a prohibition on the Company for whatever reason from allotting, issuing or selling the Offer Shares and/or the Over-allotment Shares pursuant to the terms of the Global Offering; or
 - (xi) that a petition or an order is presented for the winding-up or liquidation of any Group Company or any Group Company makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager is appointed to take over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or
 - (xii) a material portion of the orders in the bookbuilding process or any material investment commitment by any cornerstone investors after signing of agreements with such cornerstone investors, have been withdrawn, terminated or cancelled; or
 - (xiii) any executive Director is vacating his or her office, is being charged with an indictable offence or is prohibited by operation of Law or otherwise disqualified from taking part in the management or taking directorship of a company or there is the commencement by any Governmental Authority of any investigation or other action against any executive Director in his or her capacity as such or any member of the Group or an announcement by any Governmental Authority that it intends to commence any such investigation or take any such action;

8.1.2 there shall develop, occur, exist or come into effect:

- (i) any local, national, regional, international event or circumstance, or series of events or circumstances, beyond the reasonable control of the Underwriters (including, without limitation, any acts of government or orders of any courts, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a local, regional, national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases, pandemics or epidemics (including, without limitation, Severe Acute Respiratory Syndrome, avian influenza A (H5N1), Swine Flu (H1N1), H7N9, Middle East Respiratory Syndrome, coronavirus or such related or mutated forms) or interruption or delay in transportation) in or affecting the PRC, Hong Kong, Singapore, the United States, the United Kingdom, the European Union (or any member thereof), Japan, or any other jurisdiction relevant to any member of the Group (the “**Relevant Jurisdiction**”); or
- (ii) any change or development involving a prospective change, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change, in any local, regional, national, international, financial, economic, political, military, industrial, fiscal, legal regulatory, currency, credit or market conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or affecting any Relevant Jurisdictions; or
- (iii) any moratorium, suspension or restriction on trading in securities generally (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on the Stock Exchange, the New York Stock Exchange, the London Stock Exchange, the NASDAQ Global Market, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Singapore Stock Exchange and the Tokyo Stock Exchange; or
- (iv) any new Laws, or any change or development involving a prospective change in existing Laws, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change in the interpretation or application of existing Laws by any court or other competent authority, in each case, in or affecting any Relevant Jurisdiction; or
- (v) any general moratorium on commercial banking activities, or any disruption in commercial banking activities, foreign exchange trading or

- securities settlement or clearance services or procedures or matters, in or affecting any Relevant Jurisdiction; or
- (vi) the imposition of economic sanctions, in whatever form, or the withdrawal of trading privileges, directly or indirectly, by, or for, any Relevant Jurisdiction on the Group; or
 - (vii) a change or development involving a prospective change in or affecting taxation or exchange control (or the implementation of any exchange control), currency exchange rates or foreign investment Laws (including, without limitation, any change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a fluctuation in the exchange rate of the Hong Kong dollar or the Renminbi against any foreign currency) in or affecting any of the Relevant Jurisdictions or affecting an investment in the H Shares; or
 - (viii) any change or development involving a prospective change in, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in the Prospectus; or
 - (ix) any litigation or claim of any third party being threatened or instigated against any Group Company, any of the Warranting Shareholders or any Directors or senior management of the Company; or
 - (x) any contravention by any member of the Group or any Director of any applicable Laws, the Listing Rules or the CSRC Rules; or
 - (xi) any loss or damage has been sustained by any Group Company (howsoever caused and whether or not the subject of any insurance or claim against any person) which is considered by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to be material; or
 - (xii) the commencement by any governmental, regulatory or political body or organisation of any action against an executive Director in his or her capacity as such or an announcement by any governmental, regulatory or political body or organisation that it intends to take any such action; or
 - (xiii) non-compliance of the Prospectus, the CSRC Filings and the other Relevant Documents or any aspect of the Global Offering with the Listing Rules or any other Laws applicable to the Global Offering; or
 - (xiv) the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus and/or any other Relevant Documents pursuant to the Companies (Winding Up and Miscellaneous Provisions)

Ordinance, the Listing Rules or any requirement or request of the Stock Exchange, the CSRC and/or the SFC; or

- (xv) any valid demand by any creditor for repayment or payment of any indebtedness of any Group Company or in respect of which any Group Company is liable prior to its stated maturity,

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

- (a) has or is or will or may or could be expected to have a material adverse effect on the assets, liabilities, business, general affairs, management, shareholders' equity, profits, losses, results of operation, financial, trading or other condition or position or prospects or risks of the Group as a whole; or
- (b) has or will or may have a material adverse effect on the success, marketability or pricing 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
- (c) makes or will make or may make it inadvisable, inexpedient or impracticable for any part of this Agreement or the Global Offering to be performed or implemented or proceeded with as envisaged or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and manner contemplated by the Offering Documents shall otherwise result in an interruption to or delay thereof; or
- (d) has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

8.2 Upon the termination of this Agreement pursuant to Clauses 2.1.4, 2.4 or 8.1:

- 8.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, no party to this Agreement shall be under any liability to any other party in respect of this Agreement, and no party shall have any claim against any other party to this Agreement for costs, damages, compensation or otherwise, save in respect of the provisions of this Clause 8 and Clauses 4, 7 and 9, any antecedent breaches under this Agreement and any rights or obligations which may have accrued under this Agreement prior to such termination;

- 8.2.2 the Company shall refund forthwith all payments, if any, made by the Hong Kong Underwriters or any of them, directly or indirectly, to the Company pursuant to Clause 3.4 and/or by the successful applicants under valid Hong Kong Public Offering Applications (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 Registrar Agreement and the Receiving Bank Agreement); and
- 8.2.3 the Company shall pay to the Overall Coordinators the costs, fees and expenses set out in Clauses 4.2 and 4.3 and the Overall Coordinators may, in accordance with the provisions herein and the Receiving Bank Agreement, instruct the Nominee to make any such (or any part of such) out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

9 GENERAL PROVISIONS

9.1 Release

Any liability to any party under this Agreement may in whole or in part be released, compounded or compromised, and time or indulgence may be given, by that party (and, where any liability is owed to any Hong Kong Underwriters, by the Overall Coordinators (for themselves on behalf of any or all of the Hong Kong Underwriters) at their sole and absolute discretion as regards any person under such liability, without in any way prejudicing or affecting that party's rights against any other person under the same or a similar liability, whether joint and several or otherwise.

9.2 Remedies and waivers

- 9.2.1 No failure or delay by any party hereto in exercising any right, power or remedy provided by Laws or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 9.2.2 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise).
- 9.2.3 Each of the Warrantors agrees and acknowledges that any consent by, or knowledge of, any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, to the delivery to investors of any amendments or supplements to the Offer Documents subsequent to its distribution will not (i) constitute a waiver of any Condition; (ii) result in the loss of any right of any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators,

the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs to terminate this Agreement; or (iii) have the effect of amending or updating any of the Warranties.

9.3 Successors and assignment

9.3.1 This Agreement shall be binding upon, and inure solely to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

9.3.2 Each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement.

9.3.3 Save as provided in Clause 9.3.2, no party hereto may assign or transfer all or any part of the benefits of, or interest or right in or under, this Agreement.

9.3.4 Obligations under this Agreement shall not be assignable.

9.4 Further assurance

Each of the parties hereto undertakes with the other parties hereto that it shall execute and perform and procure that there are executed and performed such further documents and acts as the other parties hereto may reasonably require to give effect to the provisions of this Agreement.

9.5 Entire agreement and variation

9.5.1 This Agreement, together with (in case of the Joint Sponsors and the Sponsor-Overall Coordinators) the Sponsor and Sponsor-OC Engagement Agreements, (in the case of the CMIs) the CMI Engagement Agreements and any document referred to herein as an agreement expected to be entered into, constitutes the entire agreement among the Company, the Warranting Shareholders, the Warranting Directors, the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Laws which may be excluded by contract. In case any terms herein are inconsistent with those in the Sponsor and Sponsor-OC Engagement Agreements or the CMI Engagement Agreements, the terms of this Agreement shall prevail. This Agreement supersedes and extinguishes all previous agreements or understandings relating to the underwriting of the Hong Kong Public Offering which shall cease to have any further force or effect and each party acknowledges that no party hereto has entered into this Agreement in

reliance upon any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement.

9.5.2 No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement except to the extent such representation, warranty, promise, agreement or undertaking is repeated in this Agreement or the other documents or agreements referred to herein which are incorporated by reference in this Agreement.

9.5.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression “**variation**” shall include any variation, supplement, deletion or replacement however effected.

9.6 **Time of essence**

Any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Company, the other Warrantors, the Overall Coordinators (for themselves and for and on behalf of the Hong Kong Underwriters) and the Joint Sponsors, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

9.7 **Announcements**

9.7.1 Subject to Clause 9.7.2, no announcement or public communication concerning this Agreement or the subject matter hereof shall, for a period of one year from the date hereof, be made by any of the parties hereto (and each party shall procure that their respective directors, supervisors, officers and agents shall comply with the restrictions of this Clause 9.7) without the prior written approval of the Joint Sponsors and the Overall Coordinators.

9.7.2 Any party hereto may make an announcement or public communication concerning this Agreement, the subject matter hereof or any ancillary matter hereto if and to the extent:

- (i) required by Laws; or
- (ii) required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC whether or not the requirement has the force of Laws,

provided that in such case, the relevant party shall first consult with the Overall Coordinators and the Joint Sponsors and the Overall Coordinators and the Joint Sponsors shall have had a reasonable opportunity to review and comment on the

final draft and their respective comments (if any) have been fully considered by the relevant party.

9.7.3 Each of the Warrantors shall procure compliance by their respective Affiliates with the provisions of this Clause 9.7.

9.7.4 For the avoidance of doubt, the parties hereto acknowledge and agree that copies of this Agreement will be (a) registered with the Registrar of Companies in Hong Kong and filed with the Stock Exchange and (b) made available on display on the websites of the Stock Exchange and the Company pursuant to the Listing Rules.

9.8 Invalidity

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, that shall not affect or impair:

9.8.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

9.8.2 the legality, validity or enforceability under the Laws of any other jurisdiction of that or any other provision of this Agreement.

9.9 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument.

9.10 Governing law and dispute resolution

9.10.1 This Agreement is governed by and shall be construed in accordance with the Laws of Hong Kong.

9.10.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted and as may be amended by the rest of this Clause. The law of this arbitration clause shall be the Laws of Hong Kong. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. The place of arbitration shall be Hong Kong. The rights and obligations of the parties to refer disputes to arbitration pursuant to this

Clause 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. A request for ancillary, interim or interlocutory relief by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.

9.10.3 Notwithstanding Clause 9.10.2, within 28 days of service of a Notice of Arbitration by any of the Warrantors, each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs may by notice in writing to the relevant Warrantor(s) require that the dispute which under the Notice of Arbitration is to be referred to arbitration (“**Dispute**”) be heard by a court of law. If any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs give(s) such notice, the parties hereto agree that:

- (i) the Dispute will be determined in accordance with Clause 9.11.1; and
- (ii) any arbitration commenced under Clause 9.10.2 in respect of the Dispute will be terminated. The parties hereto will bear their own costs of the terminated arbitration proceedings.

If proceedings in any court are commenced against the Company and/or any of the other Warrantors, or the Company and/or any of the other Warrantors are joined to proceedings in any court, in accordance with this Clause (“**Prior Proceedings**”), no arbitration shall be commenced or continued by any party under Clause 9.10.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as in the Prior Proceedings until the Prior Proceedings have been finally determined. The taking of proceedings in the courts of any one or more jurisdictions under this Clause shall not preclude the taking of proceedings in the courts of any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.

9.10.4 Notwithstanding Clause 9.10.2, the parties hereto also agree that each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings in any court of competent jurisdiction, to join the Company and/or any of the other Warrantors as a party to those proceedings, or otherwise pursue claims against the Company and/or any of the other Warrantors in those proceedings.

9.11 Jurisdiction and service of process

9.11.1 The parties hereto unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement. Subject to Clauses 9.10.2, 9.10.3 and 9.10.4, no other provision in this Agreement limits the right of each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs to bring:

- (i) proceedings in any other court; and
- (ii) concurrent proceedings in any number of jurisdictions,

in connection with this Agreement, to the extent allowed by law.

This Clause 9.11.1 is for the benefit of each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs only.

9.11.2 Each of the Warranting Shareholders and Warranting Directors irrevocably appoints the Company of 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wan Chai, Hong Kong as its or their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon Warranting Shareholders and Warranting Directors (as the case maybe) at the abovementioned 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. This Clause 9.11.2 does not affect any other method of service allowed by law or under the HKIAC Rules. If for any reason such agent shall cease to be the agent of any of the Warrantors for the service of process, the Company or that Warranting Shareholder or that Warranting Director (as the case may be) shall forthwith appoint a new agent for the service of process in Hong Kong and notify each of the other parties hereto of the new agent's name and address within 14 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws or under the HKIAC Rules.

9.12 Immunity

To the extent that any party hereto may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process or to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), such party hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by applicable Laws.

9.13 Notices

9.13.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be in the English language or the Chinese language.

9.13.2 Any such notice or other communication shall be addressed as provided in Clause 9.13.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (i) if sent by personal delivery or by courier, upon delivery at the address of the relevant party;
- (ii) if sent by post, on the third Business Day after the date of posting;
- (iii) if sent by facsimile, on receipt of confirmation of transmission; or
- (iv) if sent by email, at the time of transmission.

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

9.13.3 The relevant addresses and facsimile numbers of each party hereto for the purposes of this Agreement, subject to Clause 9.13.4, are:

<u>Name of Party</u>	<u>Residential address/Principal place of business/registered office</u>	<u>Email</u>
Company	Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Xixiang Street, Bao'an District Shenzhen Guangdong Province The PRC	gmoffice@onero.com
Warranting Shareholders		
Li Zhichen (李志晨)	Room 1307, Block A, Lingshang Huafu, Linghang City, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The PRC	connery@onero.com
Pan Yang (潘陽)	2B5105, Qiancheng Binhai Garden, Baoan District, Shenzhen, Guangdong Province, The PRC	bruce@onero.com
Wonder Innovation Technology (Shenzhen) Partnership (Limited Partnership) (萬德創新科 技(深圳)合夥企業 (有限合夥))	Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Xixiang Street, Bao'an District Shenzhen Guangdong Province The PRC	connery@onero.com
Warranting Directors		

<u>Name of Party</u>	<u>Residential address/Principal place of business/registered office</u>	<u>Email</u>
Li Zhichen (李志晨)	Room 1307, Block A, Lingshang Huafu, Linghang City, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The PRC	connery@onero.com
Pan Yang (潘陽)	2B5105, Qiancheng Binhai Garden, Baoan District, Shenzhen, Guangdong Province, The PRC	bruce@onero.com

Joint Sponsors

Guotai Junan Capital Limited	26/F-28/F, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong Attn: Alex Lam/ Patrick Leung	cf.w@gtjas.com.hk
Huatai Financial Holdings (Hong Kong) Limited	62/F, The Center 99 Queen's Road Central Central, Hong Kong Attn: Xu Yang / Yaguang Wu	project.w@htsc.com

Sponsor-Overall Coordinators and Overall Coordinators

<u>Name of Party</u>	<u>Residential address/Principal place of business/registered office</u>	<u>Email</u>
Guotai Junan Securities (Hong Kong) Limited	26/F-28/F, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong Attn: GTJA ECM Team	ecm.w@gtjas.com.hk
Huatai Financial Holdings (Hong Kong) Limited	62/F, The Center 99 Queen's Road Central Central, Hong Kong Attn: Project W Deal Team	project.w@htsc.com
Other Joint Bookrunners and Joint Lead Managers		
China Galaxy International Securities (Hong Kong) Co., Limited	20F Wing On Centre 111 Connaught Road Central Hong Kong Attn.: Liam Chu	cgiecmsyndicate@chinastock.c om.hk
BOCI Asia Limited	26/F, Bank of China Tower 1 Garden Road Central, Hong Kong Attn.: Project W	ProjectW@bocigroup.com
Futu Securities International (Hong Kong) Limited	34/F, United Centre No. 95 Queensway Admiralty, Hong Kong Attn.: Tse Chi Kin, Daniel	project.w2025@futu.hk.com

** For identification purposes only*

If to any of the Hong Kong Underwriters, at their respective addresses and facsimile numbers, and for the attention of the person set opposite its name on **Schedule 2**.

9.13.4 A party may notify the other parties to this Agreement of a change to its relevant address or facsimile number for the purposes of Clause 9.13.3, provided that such notification shall only be effective on:

- (i) the date specified in the notification as the date on which the change is to take place; or
- (ii) 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.

9.14 **Survival of representations, warranties and obligations of the Warrantors**

The respective indemnities, covenants, undertakings, representations, warranties and other statements of the Warrantors or any of them as set forth in this Agreement or made by or on behalf of any of them pursuant to this Agreement, shall remain in full force and effect notwithstanding completion of the Global Offering and regardless of any knowledge or any investigation or enquiry (or any statement as to the results thereof) made by or on behalf of any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs, any of their respective Affiliates or any of their respective representatives, directors, officers, agents, employees, advisers. Clauses 4, 7 and 9 shall survive completion of the Global Offering.

9.15 **Judgment currency indemnity**

9.15.1 If, for the purposes of obtaining judgment in any court by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, or the CMIs (the “**Claiming Party**”), it is necessary to convert a sum due hereunder into any currency other than Hong Kong dollars, the Warrantors hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used for the purpose of such conversion shall be the rate at which, in accordance with normal banking procedures, the Claiming Party could purchase Hong Kong dollars with such other currency in Hong Kong on the Business Day preceding that on which final judgment is given.

9.15.2 The obligation of the Warrantors in respect of any sum due to a Claiming Party shall, notwithstanding any judgment in a currency other than Hong Kong dollars, not be discharged until the first Business Day following the day of receipt by the Claiming Party of any sum adjudged to be so due in such other currency, on

which (and only to the extent that) the Claiming Party may, in accordance with normal banking procedures, purchase Hong Kong dollars with such other currency.

9.15.3 If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 is less than the sum originally due to the Claiming Party, the Warrantors agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Claiming Party against such loss.

9.15.4 If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 exceeds the sum originally due to the Claiming Party, the Claiming Party shall, as a separate obligation and notwithstanding any such judgment, repay to the Warrantors an amount equal to the excess of the Hong Kong dollars so purchased over the sum originally due hereunder to the Claiming Party.

9.16 Third party rights

No one, other than the parties to this Agreement, their respective heirs, successors and permitted assignees, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise, save that the Indemnified Persons who are not parties to this Agreement shall be entitled to rely upon and enforce Clause 7. However, this Agreement may be rescinded or varied at any time without the consent of such parties.

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

[The signature pages appear after the Schedules]

SCHEDULE 1

PART A

The Warranting Shareholders

<u>Name</u>	<u>Residential address/Principal place of business/registered office</u>
Li Zhichen (李志晨)	Room 1307, Block A, Lingshang Huafu, Linghang City, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The PRC
Pan Yang (潘陽)	2B5105, Qiancheng Binhai Garden, Baoan District, Shenzhen, Guangdong Province, The PRC
Wonder Innovation Technology (Shenzhen) Partnership (Limited Partnership) (萬德創新科技(深圳)合夥企業(有限合夥))	Room 1706, Qiancheng Commercial Center, No. 5 Haicheng Road, Xixiang Street, Bao'an District Shenzhen, Guangdong Province, The PRC

** For identification purposes only*

SCHEDULE 1

PART B

The Warranting Directors

<u>Name</u>	<u>Residential address</u>
Li Zhichen (李志晨)	Room 1307, Block A, Lingshang Huaifu, Linghang City, Xixiang Street, Bao'an District, Shenzhen, Guangdong Province, The PRC
Pan Yang (潘陽)	2B5105, Qiancheng Binhai Garden, Baoan District, Shenzhen, Guangdong Province, The PRC

SCHEDULE 2
The Hong Kong Underwriters

<u>Name and address</u>	<u>Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares)</u>	<u>Percentage</u>
Guotai Junan Securities (Hong Kong) Limited 26/F – 28/F, Low Block Grand Millennium Plaza 181 Queen’s Road Central Hong Kong	See below	See below
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center 99 Queen’s Road Central Central, Hong Kong	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited 20F Wing On Centre 111 Connaught Road Central Hong Kong	See below	See below
BOCI Asia Limited 26/F, Bank of China Tower 1 Garden Road Central, Hong Kong	See below	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre No. 95 Queensway Admiralty, Hong Kong	See below	See below

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

SCHEDULE 3
The Conditions Precedent Documents

Unless otherwise stated, three sets of originals/certified/printed copies (as the case maybe) of the documents set out below shall be delivered.

Part A

I. RESOLUTIONS AND CONSTITUTIONAL DOCUMENTS

1. Certified copies of the resolution(s) of the Directors or a committee of the Board of Directors:
 - 1.1 approving and authorising or confirming the execution of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party together with all other agreements and documents necessary for the Global Offering;
 - 1.2 approving the Global Offering and the issue of Offer Shares pursuant thereto;
 - 1.3 approving and authorising the issue and the registration with the Registrar of Companies in Hong Kong of the Hong Kong Public Offering Documents; and
 - 1.4 approving and authorising the issue of the International Offering Documents on behalf of the Company or ratifying the same.
2. Certified copies of the resolutions of the shareholders of the Company referred to in “Statutory and General Information - 1. Further Information about our Company - C. Resolutions Passed by Our Shareholders’ Meeting in relation to the Global Offering” in Appendix VI to the Prospectus.
3. Certified copies of each of the business licence, certificate on registration and certificate of change of name as a non-Hong Kong company (pursuant to Part 16 of the Companies Ordinance) of the Company.
4. Certified copies of the business registration certificate of the Company.
5. Certified copies of the Articles of Association.

II. HONG KONG PUBLIC OFFERING DOCUMENTS

1. Printed copies of the Prospectus duly signed (including using digital signatures supported by a digital certificate recognised in Hong Kong) by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney.

2. Certified copies or originals of each of the letters (except for such letters issued by the Joint Sponsors) dated the Prospectus Date referred to in “Statutory and General Information – 5. Other Information - I. Consents of Experts” in Appendix VI to the Prospectus containing consents from certain parties to the issue of the Prospectus with the inclusion of references to their respective names and where relevant, their reports and letters in the form and context in which they are included.
3. Certified copies or originals of the translation certificate issued by the translator(s) in respect of the Prospectus.
4. Copies of the certificate of authorisation from the Stock Exchange to the Companies Registry in Hong Kong authorising the registration of the Prospectus.
5. Copies of the letter issued by the Registrar of Companies confirming registration of the Prospectus as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.
6. One copy of the preliminary written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

III. DIRECTORS’ RELATED DOCUMENTS, MATERIAL CONTRACTS AND OTHER AGREEMENTS

1. Certified copies of each of the responsibility letters and statements of interests signed by each of the Directors confirming, inter alia, his or her responsibility for the contents of the Prospectus in the terms of the responsibility statement contained in the Prospectus and his or her interests relating to the Company disclosed in the Prospectus.
2. Certified copies of each of (i) the service contracts entered into between the Company and the executive Directors and (ii) the letters of appointment issued by the Company to the non-executive Directors and independent non-executive Directors.
3. Certified copies of each of the agreements referred to in “Statutory and General Information – 2. Further Information about our Business – A. Summary of Material Contracts” in Appendix VI to the Prospectus (except for this Agreement).
4. Certified copies of each of the Receiving Bank Agreement, the FINI Agreement and the Registrar Agreement duly signed by the parties thereto (except already provided in III.3 above).
5. Certified copies of the compliance adviser agreement duly signed by the Company and the compliance adviser.
6. Certified copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

IV. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

1. Signed originals of the accountants' report dated the Prospectus Date issued by the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
2. Signed originals of the comfort letter dated the Prospectus Date from the Reporting Accountants to the Directors with copies to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) confirming the indebtedness statement and working capital sufficiency statement contained in the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
3. Signed originals of the comfort letter dated the Prospectus Date prepared by the Reporting Accountants in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 400 "Comfort Letters and Due Diligence Meetings" issued by the Hong Kong Institute of Certified Public Accountants and addressed to the Directors, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), giving comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
4. Signed originals of the letter dated the Prospectus Date from the Reporting Accountants to the Directors in connection with unaudited pro forma information related to adjusted net tangible assets, the text of which is contained in Appendix II to the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Certified copies of the profit forecast memorandum for the year ending December 31, 2025 and the working capital forecast memorandum of the Company for the period ending December 31, 2026 signed by a Director for and on behalf of the Company.
6. Certified copies by any Director of the unaudited consolidated management accounts of the Group for the ten months ended October 31, 2025.

V. INTERNAL CONTROL REPORT, INDUSTRY REPORT, IT AUDIT REPORT AND TRANSFER PRICING REPORT

1. Originals or certified copies of the internal control report from the Internal Control Consultant addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Originals or certified copies of the independent market research report (the Frost & Sullivan Report as defined in the Prospectus) issued by from the Industry Consultant, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
3. Originals or certified copies of the IT audit report issued by Ernst & Young (China) Corporation Consulting Co., Ltd. Shenzhen Branch, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

4. Originals or certified copies of the transfer pricing report issued by Ernst & Young Taxation and Consulting Co., Ltd., in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators

VI. VERIFICATION, CONFIRMATION AND UNDERTAKINGS

1. Signed originals of the signing pages of the Verification Notes duly signed by or on behalf of the Company, the Warranting Shareholders, the Warranting Directors and Jingtian & Gongcheng LLP.

VII. LEGAL OPINIONS AND MEMORANDUM

PRC legal opinions

1. Signed originals of the PRC legal opinion dated the Prospectus Date issued by Jingtian & Gongcheng (“JT”), the PRC legal advisers to the Company addressed to the Company in respect of, inter alia, (i) the due incorporation and subsistence of the PRC Subsidiaries; (ii) properties owned and leased by the Group in the PRC; (iii) various contracts and operational matters of the PRC Subsidiaries; (iv) the execution of documents in connection with the Global Offering to which it is a party; and (v) other affairs of the Group under PRC Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Signed originals of the PRC legal opinion dated the Prospectus Date issued by AllBright Law Offices (Shenzhen) (“ABL”), the PRC legal advisers to the Joint Sponsors and the Underwriters addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), confirming the legal opinion(s) issued by JT, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
3. Signed originals of the PRC legal opinion dated the Prospectus Date issued by JT addressed to the Company in respect of, inter alia, the redemption right of Pre-IPO Investors (as defined in the Prospectus), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
4. Signed originals of the PRC data legal opinion dated the Prospectus Date issued by JT addressed to the Company in respect of, inter alia, data security and cyber security under PRC Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

Hong Kong legal opinions

5. Signed originals of the Hong Kong legal opinion dated the Prospectus Date issued by Jingtian & Gongcheng LLP (“JTHK”) addressed to the Company and the Joint Sponsors, in respect of, the due incorporation and subsistence and other affairs of the Hong Kong subsidiaries of the Company under Hong Kong Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

Japanese legal opinions and memoranda

6. Signed originals of the legal opinions dated the Prospectus Date issued by TMI Associates, the legal advisers of the Company as to Japanese laws, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. Signed originals of the memorandum dated the Prospectus Date issued by TMI Associates, the legal advisers of the Company as to Japanese data compliance laws, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
8. Copies of the memorandum dated the Prospectus Date issued by JT addressed to the Company in respect of, inter alia, data security and cyber security under Japanese Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

U.S. legal opinions and memoranda

9. Signed originals of the legal opinions dated the Prospectus Date issued by The Law Office of Mark A Kerstein, the legal advisers of the Company as to U.S. laws, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. Copies of the memorandum dated the Prospectus Date issued by JT addressed to the Company in respect of, inter alia, data security and cyber security under U.S. Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Signed originals of the memorandum dated the Prospectus Date issued by Holman Fenwick Willan, the legal advisers of the Company as to U.S. Outbound Investment Rules, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

German and European Union legal opinions

12. Signed originals of legal opinion dated the Prospectus Date issued by Rödl GmbH Rechtsanwaltsgesellschaft Steuerberatungsgesellschaft (Rödl & Partner), the legal advisers of the Company as to laws of the Federal Republic of Germany and the laws of the European Union, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

GDPR and NIS 2 compliance legal opinions

13. Signed originals of legal opinion dated the Prospectus Date issued by Studio Legale De Berti Jacchia Franchini Forlani, the legal advisers of the Company as to GDPR and NIS 2 compliance legal matters, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

14. Copies of the memorandum dated the Prospectus Date issued by JT addressed to the Company in respect of GDPR compliance matters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

UK data compliance memorandums

15. Copies of the memorandum dated the Prospectus Date issued by JT addressed to the Company in respect of data compliance matters under UK GDPR and relevant laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

OTHERS

1. One copy of the notice of filing results issued by the CSRC approving the application for the listing of the H Shares on the Stock Exchange.

Part B

I. RESOLUTIONS

1. Certified copies of the resolution(s) of the Directors or a committee of the Board of Directors approving, inter alia, the basis of allotment and the allotment of the Offer Shares to allottees.

II. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

1. Signed originals of the comfort letter (or bring down comfort letter) dated the Listing Date from the Reporting Accountants to the Directors, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) giving comfort or reaffirming comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Signed originals of the Regulation S comfort letter from the Reporting Accountants, dated the date of the Price Determination Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, inter alia, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
3. Signed original certificates (in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators) signed by Mr. Hu Zhidong, the chief financial officer and executive Director of the Company dated the date of the Price Determination Agreement and furnished to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with respect to certain financial and operating data and other identified information contained in the Final Offering Circular.

III. CONFIRMATION

1. Signed original certificates signed by the chairman of the Board dated the Listing Date addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) confirming that, inter alia, (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) none of the events as set out in Clause 8.1 has occurred prior to 8:00 a.m. on the Listing Date; (c) as at the Listing Date, there has been no Material Adverse Effect since the date of this Agreement; and (d) the Company has complied with all of the obligations and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Signed original certificates signed by a director of the corporate Warrantors (other than the Company) (if the Warrantor is an individual, to be signed by him in his personal capacity) dated the Listing Date and addressed to the Joint Sponsors and the Overall

Coordinators (for themselves and on behalf of the Underwriters) to the effect that (a) the representations, warranties and undertakings of such Warrantor contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; and (b) such Warrantor has complied with all of the obligations and satisfied all of the conditions on its/his part to be performed or satisfied hereunder on or before the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

3. Signed original certificates of one of the company secretaries, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover certain corporate documents of the Company.
4. Signed original certificate of 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 Prospectus, the Disclosure Package and the Final Offering Circular that are not comforted by the Reporting Accountants.

IV. LEGAL OPINIONS AND MEMORANDUM

PRC legal opinions

1. Signed originals of the bring-down PRC legal opinion dated the Listing Date issued by JT addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinions referred to in Part A-VII 1 and VII 3, respectively.
2. Signed originals of the bring-down PRC legal opinion dated the Listing Date issued by ABL addressed to the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinion referred to in Part A-VII 2.
3. Signed originals of the bring-down PRC legal opinion dated the Listing Date issued by JT addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinion referred to in Part A-VII 4.

Hong Kong legal opinions

4. Signed original of the Hong Kong closing legal opinion dated the Listing Date issued by JTHK addressed to the Company, the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Signed original of the Hong Kong closing legal opinion dated the Listing Date issued by Morgan, Lewis & Bockius, addressed to the Joint Sponsors, the Overall Coordinators and

each of the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

6. Signed original of the bring-down Hong Kong legal opinion dated the Listing Date issued by JTHK addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the Hong Kong legal opinion referred to in Part A-VII 5.

Japanese legal opinions

7. Signed originals of the bring-down legal opinions dated the Listing Date issued by TMI Associates, the legal advisers of the Company as to Japanese laws, addressed to the Company and the Joint Sponsors in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinion referred to in Part A-VII 6.

U.S. legal opinions

8. Signed originals of the bring-down legal opinions dated the Listing Date issued by The Law Office of Mark A Kerstein, the legal advisers of the Company as to U.S. laws, addressed to the Company in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinion referred to in Part A-VII 9.

German and European Union legal opinions

9. Signed originals of bring-down legal opinion dated the Listing Date issued by Rödl GmbH Rechtsanwaltsgesellschaft Steuerberatungsgesellschaft (Rödl & Partner), the legal advisers of the Company as to laws of the Federal Republic of Germany and the laws of the European Union, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinion referred to in Part A-VII 12.

GDPR and NIS 2 compliance legal opinions

10. Signed originals of the bring-down legal opinion dated the Listing Date issued by Studio Legale De Berti Jacchia Franchini Forlani, the legal advisers of the Company as to GDPR and NIS 2 compliance legal matters, addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of the PRC legal opinion referred to in Part A-VII 13.

V. OTHERS

1. Certified copies of the Price Determination Agreement duly signed by the parties thereto.
2. Certified copies of the declaration substantially as in Form F submitted on FINI pursuant to Rule 9.11(37) of the Listing Rules.

3. One copy of the grant by the Listing Committee of the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.

SCHEDULE 4
The Warranties

1. CAPACITY AND AUTHORITY

- 1.1 Each of the Warrantors has the requisite power and authority to enter into and perform its obligations under the International Underwriting Agreement and this Agreement and each of the Operative Documents to which it is or will be a party.
- 1.2 The International Underwriting Agreement and this Agreement and each of the Operative Documents to which the Warrantors or any of them is or should be a party and any other document required to be executed by the Warrantors or any of them pursuant to the provisions of the International Underwriting Agreement and/or this Agreement or any of the Operative Documents constitute or will, when executed and delivered, constitute valid and binding obligations of the Warrantors enforceable in accordance with their respective terms.
- 1.3 The execution and delivery of, and the performance by each of the Warrantors of its obligations under the International Underwriting Agreement and this Agreement or any of the Operative Documents to which it is or shall be a party do not and will not, and each such document does not and will not:
 - 1.3.1 result in a breach of any provision of the articles of association (or equivalent constitutive documents) of any of the Warrantors which are corporations;
 - 1.3.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.3 result in a breach of any Laws to which any of the Warrantors is subject or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.4 require any Approvals from any Governmental Authority or regulatory body or the sanction or consent of its shareholders which has not been obtained as of the date hereof; or
 - 1.3.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company or the Warrantors.
- 1.4 Each of the Group Company and the Warranting Shareholders that are corporations has been duly established and is validly existing under the Laws of the jurisdiction(s) in which it is established and is capable of suing and being sued. This Agreement, the International Underwriting Agreement and any other agreements contemplated in this Agreement or the International Underwriting Agreement to be entered into by any of the Warrantors have been or will be duly authorised, executed and delivered by the relevant Warrantor, and constitute, or will, when executed and delivered, constitute

legal, valid and binding obligations of the relevant Warrantor enforceable against that relevant Warrantor in accordance with their respective terms.

- 1.5 Each Group Company has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted as described in the Prospectus and is duly qualified to transact business in each jurisdiction in which the conduct of its business or its ownership, use or leasing of property requires such qualification and to enter into and perform its obligations under this Agreement, the International Underwriting Agreement and any other agreements contemplated under any of these agreements.
- 1.6 None of the Group Companies is in violation of any of its respective constitutive documents.
- 1.7 No action nor any step has been taken or legal, legislative or administrative proceedings have been started or threatened (i) to wind up, liquidate, dissolve, make dormant, or eliminate or declare insolvent the Company or (as the case may be) the Warranting Shareholders that are corporations or any of the Subsidiaries; (ii) to withdraw, revoke or cancel any Approval to conduct business of any Group Company; or (iii) to forestall the completion of the Global Offering; and no winding up or liquidation proceedings have been commenced against any Group Company, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring any Group Company bankrupt or in an insolvency proceeding; no winding up or liquidation proceedings have been threatened against any Group Company.
- 1.8 None of the Directors has revoked or withdrawn the respective authority and confirmations given by him/her in his responsibility letter, statement of interests, the power of attorney, director's certificate, and confirmation letter addressed to the Company and the Joint Sponsors and such authority and confirmations remain in full force and effect.
- 1.9 The Articles of Association and other constitutional documents comply with the requirements of the Listing Rules and other applicable Laws, including the Companies Ordinance, and are in full force and effect.
- 1.10 The obligations of the Company under each of this Agreement, the Receiving Bank Agreement, the Registrar Agreement and each of the subsisting material contracts entered into within two years of the Prospectus Date (other than contracts entered into in the ordinary course of business) by any Group Company to which it is a party is not and will not be subject to any conditions precedent other than as specified in the relevant agreement.
- 1.11 Each of the Group Companies has obtained all necessary Approvals of and from, and has made all declarations and filings with all national, provincial, municipal, local foreign and other bodies, agencies and Governmental Authorities, all self-regulatory organisations, and all courts and other tribunals for it to own, lease, license and use its properties and assets and to conduct its business in all respects (including, without

limitation, as to its entering into, delivering and performing the contracts referred to in paragraph 1.1 above) in the manner described in the Prospectus and the Disclosure Package and such Approvals contain no burdensome restrictions not described in the Prospectus and the Disclosure Package. The Warrantors have no reason to believe that any body, agency or Governmental Authority is considering, nor has the Group taken any action for the purpose of modifying, suspending or revoking any such Approval, and the Group is in compliance with the provisions of all such Approvals. Each of the Group Companies is in compliance with the provisions of all such Approvals. Each of the Group Companies is conducting its business in accordance with, and is not in violation of, any Laws to which the Group is subject or by which it or any of its property is bound. There are no capital improvements that would be required in the future to comply with such Laws.

2. [Intentionally deleted]

3. THE GLOBAL OFFERING

- 3.1 The details of the registered and issued share capital of the Company and the Subsidiaries set out in the Disclosure Package and the Prospectus are and will be as of their respective dates true, accurate and complete in all respects.
- 3.2 Immediately prior to the Global Offering, all of the issued share capital of the Company (i) has been duly authorised; (ii) is validly issued and fully paid; (iii) was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar rights; (iv) is beneficially owned by the Shareholders as described in the Prospectus; and (v) have been issued in compliance with all applicable Laws, and as will be described in the Disclosure Package, free and clear of any lien, charge, restriction upon voting or transfer or any other encumbrance or third party rights of any kind.
- 3.3 There are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or subscribe for, or obligations of the Company to issue or sell, or pre-emptive or other rights to subscribe or acquire, shares or securities in any Group Company.
- 3.4 The Offer Shares conform to the description thereof contained in the Prospectus and will conform to such description in the Disclosure Package, and such description in the Prospectus is as of their respective dates, and in the Disclosure Package will be as of the date thereof, true, accurate and complete in all respects.
- 3.5 The Offer Shares will, when allotted and issued or when transferred or sold (as the case may be), be properly allotted and issued or properly transferred and sold (as the case may be), in each case in accordance with the terms and conditions of the Global Offering as set out in the Hong Kong Public Offering Documents and the Articles of Association and will conform to all statements relating thereto in the Hong Kong Public Offering Documents.

- 3.6 All of the Offer Shares will, when allotted and issued or when transferred or sold (as the case may be):
- 3.6.1 be duly and validly authorised and issued and will be fully paid up;
 - 3.6.2 have attached to them the rights and benefits specified in the Articles of Association and as described in the Prospectus and in particular, will rank *pari passu* in all respects with the issued and outstanding H Shares (save as otherwise described in the Articles of Association as at the date of this Agreement or pursuant to any applicable requirements under the applicable Laws);
 - 3.6.3 not be subject to any pre-emptive or other similar rights in relation to the transfer thereof;
 - 3.6.4 be free from any Encumbrances whatsoever; and
 - 3.6.5 be evidenced by share certificates which will be in a form which complies with all applicable Laws and requirements of the Stock Exchange and which certificates will constitute good evidence of title in respect of the Offer Shares.
- 3.7 The Company has obtained an approval in principle for the listing of, and permission to deal in, the H Shares in issue or to be issued, as described in the Prospectus and as will be described in the Disclosure Package, on the Stock Exchange.
- 3.8 The performance by each of the Warrantors of its respective obligations under the Global Offering including the issue of the Offer Shares, the issue, publication, distribution or making available of the Hong Kong Public Offering Documents, and the listing of the H Shares on the Stock Exchange have been duly authorised and do not and will not:
- 3.8.1 result in a violation or breach of any provision of the Articles of Association; or the constitutive documents of any of the Warrantors which are corporations or
 - 3.8.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement or other instrument to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound; or
 - 3.8.3 result in a breach of any Laws applicable to any of the Warrantors or any of their respective assets; or
 - 3.8.4 subject to the obtaining of the listing approval of the Listing Committee of the Stock Exchange in accordance with Clause 2.1.1(ii), require any Approval from any Governmental Authority or, in the case of the Company or each of the other Warrantors that is a corporation, the sanction or consent of its shareholders; or
 - 3.8.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any of the Warrantors.

- 3.9 All Approvals required for the performance by the Company of its obligations under the Global Offering including the issue of the Offer Shares for subscription, and the publication, distribution or making available of each of the Hong Kong Public Offering Documents have been or will (prior to the Prospectus Date or, in the case of the approval from the Stock Exchange for the listing of and permission to deal in the H Shares to be issued as described in the Prospectus, prior to the Listing Date) be irrevocably and unconditionally obtained and are or will, when obtained, be in full force and effect.
- 3.10 No holder of any of the Offer Shares is or will be subject to any liability in respect of any liability of the Company by virtue only of his holding of any such Hong Kong Offer Shares, except to the extent disclosed in the Prospectus (if any), there are no limitations under the Laws of Hong Kong or the PRC on the rights of holders of the Hong Kong Offer Shares to hold, vote or transfer their H Shares.
- 3.11 All dividends and other distributions declared and payable on the H Shares may under the current Laws of the PRC be paid to the holders of H Shares in Hong Kong dollars, and may be converted into foreign currency that may be freely transferred out of the PRC and all such dividends and other distributions will not be subject to withholding or other taxes under the Laws and regulations of the PRC and are otherwise free and clear of any other tax, withholding or deduction in the PRC and may be so paid without the necessity of obtaining any Approval from any Governmental Authority.
- 3.12 None of the Company and other members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates or controlling person, or any person acting on behalf of any of them has taken or will take or caused or authorised or will cause or authorise any other person to take, directly or indirectly, any stabilising action or any action designed to or which constitutes or which cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation or manipulation, in violation of applicable Laws, of the price of any security of the Company, provided that the granting of the Over-allotment Option shall not constitute a breach of this paragraph.
- 3.13 None of the Company and other members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates or controlling person, or 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 Offering 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 associate securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC or any other Governmental Authority including those in relation to bookbuilding and placing activities.
- 3.14 The application of the net proceeds from the Global Offering, as set forth in and contemplated by the Prospectus, will not (i) contravene any provision of applicable

Laws or the constitutive documents of the Company or any Group Company; or (ii) contravene 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 Group Company that, individually or in the aggregate, is material to the Group; or (iii) contravene any judgment, order or decree of any Governmental Authority having jurisdiction over the Company or any Group Company.

- 3.15 All taxes, duties, levies, fees or other charges or expenses which may be payable in Hong Kong in connection with the creation, allotment and issue of the Offer Shares, the sale, transfer or other disposal of any of the Offer Shares, the Global Offering or the execution and delivery of, or the performance of the provisions under, this Agreement and the International Underwriting Agreement, have been paid.
- 3.16 There are no contracts, agreements or understandings between the Company or any person that would give rise to a valid claim against any Underwriters for a brokerage commission, finder's fee or other like payment in connection with the Global Offering.
- 3.17 Neither the Company, any of the members of the Group, the Warrantor 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 any investor in connection with the Global Offering or the consummation of the transactions contemplated hereunder or under the Offer Documents. No member of the Group nor any director, supervisor, officer, 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 Offer Documents.
- 3.18 Each of the Application Proof and the PHIP, as of its respective publication date, is in compliance with and has included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time).
- 3.19 Each of the experts named in the section of the Offering Documents headed "Appendix VI – Statutory and General Information – Other Information – 8. Qualification and Consents of Experts" is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest, and has not withdrawn its consent to include its report, opinions, letter or certificates (where applicable and as the case may be) in the Offering Documents.

4. FINANCIAL INFORMATION

- 4.1 The audited combined financial statements, together with the related schedules and notes, included in the Prospectus and the Preliminary Offering Circular:

- 4.1.1 give a true and fair view of the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statements of income, results, changes in equity and cash flows of the Company and its consolidated Subsidiaries for the periods specified;
 - 4.1.2 have been prepared in conformity with International Financial Reporting Standards (“IFRS”) promulgated by the International Accounting Standards Board applied on a consistent basis throughout the relevant periods;
 - 4.1.3 present fairly in accordance with IFRS the information required to be stated therein.
 - 4.1.4 are accurate in all respects, make full provision for all bad and doubtful debts and make appropriate provision for all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof;
 - 4.1.5 make full provision for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute;
 - 4.1.6 make depreciation of fixed assets at rates sufficient to spread the cost over their respective estimated useful lives to the Group;
 - 4.1.7 show that the profits and losses referred to therein and the trend of profits thereby shown have not been affected by any unusual or extraordinary item or by any other matter which has rendered such profits or losses unusually high or low; and
 - 4.1.8 show that slow moving stock has been written down appropriately and irrecoverable work in progress and redundant and obsolete stock have been wholly written off and the value attributed to the remaining stock did not exceed the lower of cost or net realisable value as at the accounting reference date to which such accounts relate on a going concern basis.
- 4.2 The unaudited combined financial statements as of and for the 11 months ended November 30, 2025 (and the notes thereto) of the Company and the Subsidiaries:
- 4.2.1 have been reviewed by the Reporting Accountants in accordance with the Hong Kong Standard on Review Engagement 2410 “Review of Interim Financial Information Performed by the Independent Auditor of the Entity” issued by the Hong Kong Institute of Certified Public Accountants;
 - 4.2.2 give a true and fair view of the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statements of income, results, changes in equity and cash flows of the Company and its consolidated Subsidiaries for the periods specified;

- 4.2.3 have been prepared in conformity with IFRS applied on a consistent basis throughout the relevant periods;
 - 4.2.4 present fairly in accordance with IFRS the information required to be stated therein;
 - 4.2.5 are accurate in all respects, make full provision for all bad and doubtful debts and make appropriate provision for all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof;
 - 4.2.6 make full provision for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute;
 - 4.2.7 make depreciation of fixed assets at rates sufficient to spread the cost over their respective estimated useful lives to the Group;
 - 4.2.8 show that the profits and losses referred to therein and the trend of profits thereby shown have not been affected by any unusual or extraordinary item or by any other matter which has rendered such profits or losses unusually high or low; and
 - 4.2.9 show that slow moving stock has been written down appropriately and irrecoverable work in progress and redundant and obsolete stock have been wholly written off and the value attributed to the remaining stock did not exceed the lower of cost or net realisable value as at the accounting reference date to which such accounts relate on a going concern basis.
- 4.3 The financial information and the summary financial information included in the Prospectus are derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Prospectus.
- 4.4 The financial information included in the Prospectus is derived from, amongst others, records of the Group. No information was withheld from the Reporting Accountants for the purposes of their preparation of their agreed-upon procedure review report (if any) in relation to the Group and their review of the Group's information, and all information given to Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true, accurate and complete in all respects and no material fact or matter has been omitted.
- 4.5 There has been no Material Adverse Effect, and the Company is not aware of any material change in the general conditions in the PRC or other markets that had affected or would affect the Group's business operations or financial conditions materially and adversely since the Account Date up to the date of this Agreement.

- 4.6 No information was withheld from the Joint Sponsors for the purposes of their due diligence exercise on the Company's financial information, and all information, representation and confirmation given to the Joint Sponsors by the Company for such purposes was given in good faith, and are true, accurate and complete in all respects and no material fact or matter has been omitted.
- 4.7 The pro forma financial information of the Group and the related notes thereto and the other pro forma and as adjusted information included in the Prospectus present fairly the information shown therein, have been prepared in accordance with Hong Kong disclosure rules and guidelines with respect to unaudited pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. The figures in relation to the operations of the Group as included in the Prospectus give a true and fair view of the operating results of the Group for the periods presented.
- 4.8 Except as disclosed in the Prospectus, no other financial statements, schedules or pro forma financial information of the Group are required by any rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong to be included in the Prospectus if such rules and regulations were applicable to the Prospectus.
- 4.9 The section headed "Financial Information" in the Prospectus adequately and fairly describes:
- 4.9.1 accounting policies which the Company believes are the most important in the portrayal of the Group's financial condition and results of operations and which require management's most difficult, subjective or complex judgments (the "**critical accounting policies**");
 - 4.9.2 judgements and uncertainties affecting the application of critical accounting policies;
 - 4.9.3 the likelihood that different amounts would be reported under different conditions or using different assumptions;
 - 4.9.4 all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect liquidity and are reasonably likely to occur; and
 - 4.9.5 all off-balance sheet transactions, arrangements, and obligations that are reasonably likely to have an effect on the liquidity of the Group considered as one enterprise, or the availability thereof or the requirements of the Group for capital resources.

No information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendix I to the Prospectus, their review

report contained, or to be attached, to their Regulation S and Hong Kong “comfort letters” and their review of the Group’s pro forma financial information in Appendix II to the Prospectus, and all information given to the Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true, accurate and complete in all respects and no material fact or matter has been omitted.

- 4.10 No material information was withheld from the Reporting Accountants for the purposes of their review of the Group’s working capital projections or their review of the Group’s financial reporting procedures. The cash flow and working capital projections which form the basis of the working capital letter dated on or before the date of this Agreement prepared by the Reporting Accountants have been properly and carefully compiled by the Group; the assumptions upon which the projections are based have been made after diligent enquiry and are fair and reasonable in the context of the Group and there are no facts known or which on reasonable enquiry should have been known to the Directors which have not been taken into account in the preparation of such projections and which would have a material and adverse effect thereon.
- 4.11 The Reporting Accountants who audited the financial statements, supporting schedules and notes included in the Prospectus are independent auditors with respect to the Group as required by the Listing Rules, the Laws of Hong Kong and the applicable rules and regulations under such Laws in compliance with the guidelines regarding independence issued by the Hong Kong Institute of Certified Public Accountants, and is an independent public accountant with respect to the Company and its Subsidiaries within the meaning of the US Securities Act and the applicable rules and regulations of the Securities and Exchange Commission thereunder.
- 4.12 All estimates by the Company contained in the Offer Documents are made after due and careful consideration, are based on reasonable assumptions referred to therein and reasonable and fair expectations honestly held based on facts known to the Group or Group Company.
- 4.13 Consistent accounting principles and policies have been adopted by each of the Group Companies over the period covered in the Accounts and there has been no material change thereof since the Accounts Date.
- 4.14 No transaction of any material importance to which any Group Company is a party has taken place which if it had taken place would have been required to be disclosed or reflected in the Accounts.
- 4.15 No Group Company had any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with IFRS, should have been disclosed or provided for in the Accounts and which has not been so disclosed or provided for.
- 4.16 The profits/loss of the Group for the years ended December 31, 2022, 2023 and 2024 and the six months ended June 30, 2025 on the Accounts Date have not resulted to a

material extent from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits for all or any of such periods abnormally high or low, and no such matter or item is to the knowledge of the Directors likely to occur after the date hereof and at any time up to the Listing Date.

- 4.17 All dividends or distributions declared, made or paid by each Group Company have been declared, made or paid in accordance with its articles of association/bye-laws (or equivalent documents) and applicable Laws.
- 4.18 The Group has no present intention to discontinue or write down investments in any other businesses, nor is any such write down, in the reasonable opinion of the Directors, required.
- 4.19 Each Group Company has sufficient working capital with which to carry on its business, in its present form and at its present level of turnover, for the period of twelve months following the date of the Prospectus and for the purposes of performing all orders and obligations placed with or undertaken by it before the date of this Agreement having regard, if necessary, to existing bank balances and committed facilities.
- 4.20 The board memorandum dated the Prospectus Date in respect of the profit forecast of the Group for the year ending December 31, 2025 and adequacy of the Group's working capital and cash flow for the 18 months ending December 31, 2026 has been properly compiled by the Company on the basis of the assumptions stated therein (which have been made after due and careful enquiry and are fair, reasonable and realistic in the context of the Group), prepared after due and careful enquiry and presented on a basis consistent, in all respects, with the basis of presentation and accounting principles and policies adopted by the Group in relation to the preparation of the accountants' report contained in Appendix I to the Prospectus after making proper provision for all known liabilities (whether actual or contingent or otherwise); and that there are no facts known or which could on due and careful enquiry have been known to the Company or the Directors which have not been taken into account in the preparation of the report or the omission of which would make any statement made in such report or any expression of opinion or intention contained or assumption made in such report misleading or deceptive in any aspect.
- 4.21 No information was withheld from the Internal Control Consultant for the purposes of their review of the Group's financial reporting procedures.
- 4.22 Each of the Company and Group Company 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 material 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 Group Company 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 and prospects of the Company and Group Companies, 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; there are no significant weaknesses or significant deficiencies in the internal controls of the Company and Group Companies over accounting and financial reporting and no changes in the internal controls of the Company and Group Companies over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the internal controls of the Company and Group Companies over accounting and financial reporting.

5. CHANGES SINCE THE ACCOUNTS DATE

5.1 Since the Accounts Date:

- 5.1.1 each Group Company has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature;
- 5.1.2 there has been no Material Adverse Effect to the position or prospects disclosed by the audited combined net assets of the Group referred to in paragraph 4.1 above and there has been no damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets;
- 5.1.3 there has been no change in the customer relations, supplier relations or distribution partner relations of any Group company which is material in the context of the financial or other condition, operations or prospects of the Group;
- 5.1.4 each Group Company has continued to pay its creditors in the ordinary course of business and no trade discounts or other special terms (not being in the ordinary course of business, and accordingly excluding other seasonal or campaigns and initiatives) have been incorporated into any contract entered into by the Group;
- 5.1.5 no Group Company has acquired, sold, transferred or otherwise disposed of any assets of whatsoever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business;

- 5.1.6 there has been no adverse change to the balance sheet of the Company since the Accounts Date that would require disclosure to ensure that the Prospectus is accurate and complete and not misleading or deceptive;
- 5.1.7 no Group Company has purchased or reduced any of its share capital, nor declared, paid or made any dividend or distribution of any kind on any class of shares;
- 5.1.8 there has not been any change in short-term or long-term debts and no Group Company has taken on or become subject to any material contingent liability;
- 5.1.9 no Group Company has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or court or governmental or administrative action, order or decree;
- 5.1.10 no dividend or other distribution has been, or is treated as having been, declared, made or paid by any Group Company;
- 5.1.11 there has not been:
 - (a) any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Group and tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;
 - (b) any lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any Group Company which is material in the context of the business of the Group;
 - (c) the making of any loan, advance, indemnity or guarantee by any Group Company to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business;
 - (d) any repayment of loan capital by any member of the Group in whole or in part save for those repaid pursuant to contractual arrangements then in place or in the ordinary course of business of the relevant member of the Group; or
 - (e) an agreement to do any of the foregoing.

6. FINANCIAL REPORTING PROCEDURES

- 6.1 The Directors have established procedures which provide a reasonable basis for them to make proper judgements as to the financial position and prospects of the Group, taken as a whole, and the Group maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with

management's general or specific authorisations; (ii) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to regulatory bodies as and when required by them and financial statements in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; (iii) access to assets is permitted only in accordance with management's general or specific authorisation; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (v) each Group Company has made and kept books, records and accounts which, in reasonable detail accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of consolidated financial statements and notes thereto in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; and (vi) all charges against the Group have been registered in accordance with all applicable Laws. The Group's current management information and accounting control system has been in operation for at least three years (or since incorporation, whichever is shorter) during which none of them has experienced any difficulties with regard to (i) through (vi) above.

- 6.2 The Company and each other member of the Group has devised and maintained, and currently maintains, established systems, procedures and controls (including accounting and management systems) that would ensure that: (i) the Company and its Directors will be able to and will comply with the Listing Rules and other relevant and regulatory requirements; and (ii) the Directors have been and will be able to and will make a proper assessment of the financial position and prospects of the Company and other members of the Group, both before and after completion of the Global Offering.

7. ACCOUNTING AND OTHER RECORDS

The statutory books, books of account and other records of whatsoever kind of each Group Company are in its possession, up-to-date and contain complete and accurate records required by the respective Laws to which it is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received. All accounts, documents and returns required by Laws to be delivered or made to any Governmental Authority in the PRC, Hong Kong, Germany, Singapore, Dubai or any other jurisdiction have been duly and correctly delivered or made.

8. CAPITAL AND CONTRACTUAL COMMITMENTS

- 8.1 Since the Accounts Date, no Group Company has any capital commitment (other than such capital commitment made in the ordinary course of business of the Group) or any guarantee or other contingent liabilities.
- 8.2 No Group Company is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements other than wholly on an arm's length basis in the ordinary and usual course of business. For these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or

undertaken or is incapable of termination by the relevant Group Company on six months' notice or less.

- 8.3 No Group Company is party to any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement or any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit.
- 8.4 All the material contracts and all material leases, tenancies, licences, concessions and agreements of whatsoever nature to which any Group Company is a party are valid, binding and enforceable obligations of such Group Company and the terms thereof have been complied with by the relevant Group Company thereto and there are no grounds for rescission, avoidance or repudiation of any of the material contracts or such leases, tenancies, licences, concessions or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof.
- 8.5 All subsisting material contracts entered into within two years of the date of the Prospectus (other than contracts entered into in the ordinary course of business) by any Group Company have been disclosed in the Prospectus and no material contracts (other than those so disclosed and those entered into in the ordinary course of business) will, without the written consent of the Hong Kong Underwriters, be entered into nor will the terms of any subsisting material contracts be varied (other than as aforesaid) prior to or on the Listing Date.
- 8.6 None of the Warrantors has any knowledge of the invalidity of or grounds for rescission, avoidance or repudiation of any contract, agreement or other transaction to which any Group Company is a party and no Group Company has received notice of any intention to terminate any such contract or agreement or repudiate or disclaim any such transaction.
- 8.7 All material contracts entered into by the Company and its Subsidiaries have been duly authorised, executed and delivered by parties with requisite power and capacity to enter into, to deliver and to perform their respective obligations under the contracts and such contracts are legal valid, binding and enforceable under the applicable Laws.
- 8.8 All descriptions of contracts or other material documents in the Prospectus, to the extent such descriptions purport to describe or summarise such contracts or documents, are true, accurate and complete, fairly summarise the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Prospectus under any applicable Laws and the rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong if such Laws were applicable with respect to the Prospectus, or that would be required to be described under any applicable Laws that have not been so described.

9. LITIGATION AND OTHER PROCEEDINGS

- 9.1 No material litigation, arbitration or governmental proceedings or investigations directly or indirectly involving any Group Company or involving or affecting any of the directors of any Group Company or any Group Company is in progress or, is threatened or pending and to the best knowledge, information, belief and/or awareness of the Warrantors after due and careful enquiry, there are no circumstances likely to give rise to any such material litigation, arbitration or governmental proceedings or investigations.
- 9.2 No Group Company which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

10. INDEBTEDNESS/DEFAULT

- 10.1 No Group Company has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, subordinated and hire purchase commitments or any guarantees, mortgages and charges or other contingent liabilities.
- 10.2 No material outstanding indebtedness of any Group Company 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 any Group Company.
- 10.3 No person to whom any material indebtedness of any Group Company is owed which is repayable on demand, has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same.
- 10.4 No circumstance has arisen such that any person is now entitled to require payment of any material indebtedness or under any guarantee of any liability of any Group Company by reason of default by any such member or any other person or any guarantee given by any Group Company.
- 10.5 No event has occurred and is subsisting or is about to occur which constitutes or would (whether with the expiry of any applicable grace period or the fulfilment of any condition or the giving of any notice or the compliance with any other formality or otherwise) constitute a breach or default under, or result in the acceleration by reason of breach or default of, any obligations under any Laws, agreement, undertaking, instrument or arrangement to which any Group Company is a party or by which any of them or their respective revenues or assets are bound or constitute a breach or violation of the business licence, articles of association/bye-laws (or equivalent constituent documents) of any Group Company, which would lead to a material adverse effect on the Group as a whole.

- 10.6 The amounts borrowed by each Group Company do not exceed any limitation on its borrowing contained in its articles of association/bye-laws (or equivalent constituent documents), any debenture or other deed or document binding upon it and except in the ordinary course of business, no Group Company has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts.
- 10.7 All the Group's borrowing facilities have been duly executed and are in full force and effect. To the extent within the relevant Group Company's control, all undrawn amounts under such borrowing facilities are or will be capable of drawdown; no event has occurred and no circumstances exist which could cause any undrawn amounts under any such borrowing facilities to be unavailable for drawing as required.
- 10.8 Sufficient and accurate details of all material financing arrangements have been disclosed in writing in the Prospectus.
- 10.9 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any Group Company is a party:
- 10.9.1 there has been no contravention of or non-compliance with any provision of any document reflecting the financial arrangements;
 - 10.9.2 no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;
 - 10.9.3 there has not been any alteration in the terms and conditions of any of the said arrangements or facilities, all of which are in full force and effect;
 - 10.9.4 nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be affected or prejudiced;
 - 10.9.5 none of the arrangements is dependent on the guarantee of or on any security provided by a third party; and
 - 10.9.6 none of the facilities may be terminated, or mature prior to its stated maturity as a result of the allotment, issue and/or transfer of the Offer Shares.
- 10.10 No event has occurred and no circumstances exist in relation to any Governmental Authority's investment grants, loan subsidies or financial assistance received by or pledged to any Group Company in consequence of which any of the Group Company is or may be held liable to forfeit or repay in whole or in part any such grant or loan, the forfeiture or repayment, which would lead to a material adverse effect on the Group as a whole.
- 10.11 No Group Company is currently prohibited, directly or indirectly, under any contract to which it is a party or by which it is bound, from paying any dividends to the Company

or a Subsidiary (as the case may be), from making any other distribution on such Group Company's capital stock (as the case may be), from repaying to the Company or a Subsidiary any loans or advances to such Group Company from the Company or a Subsidiary or from transferring any of such Group Company's properties or assets to the Company or a Subsidiary.

11. ARRANGEMENTS WITH RELATED PARTIES

- 11.1 No material indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and any director of any Group Company or any of his associates.
- 11.2 Save as disclosed in the Prospectus or for such transactions as may be entered into by the Company pursuant to any of the Operative Documents, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and the Warrantors (excluding the Company) or any of them or any company (excluding the members of the Group) or undertaking which is owned or controlled by the Warrantors (excluding the Company) or any of them (whether by way of shareholding or otherwise).
- 11.3 None of the Warrantors (excluding the Company) and any of their respective associates, either alone or in conjunction with or on behalf of any other person, is engaged in any business of any Group Company or any business similar to or in competition with the business of any Group Company to the extent that there could be a conflict of interests between the Warrantors (excluding the Company) or any of their respective associates and the general body of shareholders of the Company, nor are any of the Warrantors (excluding the Company) or their respective associates interested, directly or indirectly, in any assets which have been acquired or disposed of by or leased to any Group Company during the Track Record Period and up to the Prospectus Date.
- 11.4 There are no relationships or transactions not in the ordinary course of business between any Group Company and their respective customers or suppliers.
- 11.5 The Group has not been involved in any transaction or arrangement that would constitute a connected transaction or continuing connected transaction (as defined under the Listing Rules) for the Company after the Listing. In respect of the related party transactions of the Group (the "**Related Party Transactions**"): (i) the statements contained in the Prospectus relating to the Related Party Transactions are true, accurate, complete and not misleading or deceptive and there are no other facts the omission of which would make any such statements misleading or deceptive, and there are no other Related Party Transactions which have not been disclosed in the Prospectus; (ii) all information (including but not limited to historical figures) and documentation provided by any Group Company to the Joint Sponsors, the Overall Coordinators and the Underwriters are true, accurate and complete and there is no other information or document which have not been provided the result of which would make the information and documents so received misleading; (iii) the Related Party Transactions were conducted on arm's length basis and the effect of the Related Party Transactions would

not distort the track record nor make the historical results of the Group not reflective of its performance; (iv) each of the Related Party Transactions and related agreements and undertakings as disclosed in the Prospectus constitutes a legal, valid and binding agreement or undertaking of the relevant parties thereto; and (v) each of the Related Party Transactions has been consummated and was and will be effected in compliance with all applicable Laws.

- 11.6 Save as disclosed in the Prospectus, none of the Directors (or any of their respective associates) is or will be interested in any agreement or arrangement with any Group Company which is subsisting at the dates of the Prospectus and which is significant in relation to the business of the Company or any Group Company.

12. GROUP STRUCTURE

- 12.1 The information of the Subsidiaries listed in Appendix I to the Prospectus are true, accurate and complete. There is no other company or undertaking in which any Group Company, directly or indirectly, owns or controls or proposes to own or control a majority interest (whether by way of shareholding or otherwise). No Group Company has entered into any agreement for the establishment of any company or undertaking in which any Group Company will, or agrees to own or control, a majority interest.
- 12.2 All statements in the Prospectus regarding the share capital of each Group Company are true, accurate and complete and there are no rights (whether conditional or unconditional and whether in the nature of options or otherwise) in existence to require the issue of any shares or other securities of any Group Company now or at any time hereafter and no alteration will be made in the rights attached to any of the shares in the capital of any Group Company.
- 12.3 Each of the registered capital of the PRC Subsidiaries has either been paid in full within the time limits as required by applicable Laws. The deferred payment of the registered capital by the relevant PRC Subsidiaries does not have a Material Adverse Effect on such PRC Subsidiaries individually or the PRC Subsidiaries as a group. Each of the paid-up registered capital has been duly verified in the relevant capital verification reports. The increase of registered capital by the relevant PRC Subsidiaries from time to time has been duly approved and registered with the relevant PRC government authorities. Each of the PRC Subsidiaries is a legal person with limited liability and the liability of the relevant Group Company in respect of its equity interest held in each PRC Subsidiary is limited to its investments therein.
- 12.4 All of the issued and outstanding shares or registered capital of each of the Subsidiaries (i) have been duly authorised and validly issued; (ii) are fully paid; and (iii) with respect of the shares or registered capital held by the Company, are owned by the Company, directly or through Subsidiaries, free and clear of any Encumbrance; and none of the outstanding ordinary shares or registered capital of any Subsidiary was issued in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary.

- 12.5 No Group Company has any branch, agency, place of business or permanent establishment outside the PRC and Hong Kong.
- 12.6 No Group Company acts or carries on business in partnership with any other person or is a member of any corporate or unincorporated body, undertaking or association or holds or is liable on any share or security which is not fully paid up or which carries any liability.
- 12.7 Each joint venture contract and shareholders' agreement in respect of which a Group Company is a party is legal, valid, binding and enforceable in all respects in accordance with its terms under its governing law and all relevant Approvals in respect thereof have been obtained.
- 12.8 None of the Group Company is engaged in any business activity or has any asset or liability (whether actual, contingent or otherwise) which is not directly or indirectly related to the business of the Group as described in the Prospectus.

13. ACCURACY AND ADEQUACY OF INFORMATION SUPPLIED

- 13.1 The recitals and schedules to this Agreement are true and accurate in all respects.
- 13.2 All statistical or operational information disclosed in the Hong Kong Public Offering Documents, the Disclosure Package, the PHIP, the Formal Notice and the CSRC Filings as having come from the Group, including without limitation the Group's sales volumes, sales channel analyses, processing volume and processing capacities, has been derived from the records of the Group using systems and procedures which incorporate adequate safeguards to ensure that the information is accurate and complete and presents fairly the information shown therein. Statistical and market-related data included in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings as having come from a source other than the Group are based on or derived from sources which the Warrantors believe reasonably and in good faith to be reliable and accurate, and such data accurately reflects the information or the sources from which they are derived.
- 13.3 All information, including translations, supplied or disclosed in writing or orally by or on behalf of the Company, any other member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents to the Joint Sponsors, the Overall Coordinators, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the legal advisers to the Company, the legal advisers to the Underwriters and the Joint Sponsors for the purposes of and in connection with the Global Offering (including but not limited to for the discharge of the obligations of the Joint Sponsors as sponsors and the respective obligations of the Overall Coordinators and the Underwriters as overall coordinator and/or capital market intermediaries under all applicable Laws, including, but not limited to, the CSRC Rules, the Code of Conduct and the Listing Rules) and all such information in all written replies to queries from the CSRC, the Stock Exchange, the SFC and any other submission to the Stock Exchange, the SFC and the CSRC in connection with the application for

listing of the H Shares given by the Joint Sponsors and parties involved in the Global Offering (save as subsequently amended or corrected prior to the date hereof) was at the time when it was given, and remains as of the date hereof, true, accurate and complete with no material omission in all aspects and not misleading or deceptive in any aspects and was given in good faith and all forward-looking statements so supplied or disclosed have been made after due and proper consideration and represent fair and reasonable expectations honestly held, based on facts known to such Group Company and/or such Warrantor and, where appropriate, are based on the assumptions referred to in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings.

- 13.4 All information requested from the Company by the Joint Sponsors, the Overall Coordinators, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the legal advisers to the Company, the legal advisers to the Underwriters and the Joint Sponsors for the purposes of their advice, reports, letters, and certificates to the Company and/or the Joint Sponsors, the Overall Coordinators or the Underwriters has been fully supplied in good faith and has not been supplied in any manner that was misleading to such recipients. No information was withheld from the aforesaid parties and the Company does not disagree (and none of the Directors disagrees) with any aspect of the advice, reports, letters or certificates prepared by the aforesaid parties and the opinions attributed to the Directors in such advice, reports or letters are honestly held by the Directors and are fairly based upon facts within their knowledge after due and careful consideration.
- 13.5 Proper verification has been made of the statements made, information given, and opinions expressed in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings, and the replies to the Verification Notes have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and have been given in good faith after due and careful enquiry. The replies to the questions set out in the Verification Notes given by or on behalf of the Company or the Directors were so given by persons having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, true, accurate and complete in all aspects and not misleading or deceptive in any aspect and contain all information and particulars with regard to the subject matter thereof with no omissions. As at the date of this Agreement, the Listing Date and the other times when the Warranties are repeated pursuant to this Agreement but in each case without taking into account any amendments or supplements subsequent to such date or other times, all statements of fact contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings are and will be accurate and complete in all respects and not misleading or deceptive in any respect.
- 13.6 All statements of fact or other disclosures contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings are and will (at the date of this Agreement, the Prospectus Date and the other times when the Warranties are repeated pursuant to this Agreement) be accurate and complete in all respects and not misleading or deceptive in any respect. As of the date of this Agreement, the Prospectus

Date and the other times when the Warranties are repeated pursuant to this Agreement, none of the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings contains or will contain any untrue statement or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or deceptive. All expressions of opinion or intention therein (including but not limited to the statements regarding the sufficiency of working capital, use of proceeds, indebtedness, prospects, dividends, material contracts and litigation) are made on reasonable grounds or, where appropriate, reasonable assumptions and are truly and honestly held and there are no other facts the omission of disclosure therein of which would make any such statement or expression untrue, inaccurate, misleading or deceptive provided that none of the Warrantors makes any representation or warranty with respect to any statement or omission made in reliance upon and in conformity with information relating to the name, address, status and description of any Underwriter furnished to the Company in writing by such Underwriter through the Overall Coordinators or the Joint Sponsors expressly for use in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings and any amendment or supplement thereto.

- 13.7 All forward-looking statements (including all forecasts and estimates) contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings are made after due and proper consideration, are based on relevant assumptions referred to therein and represent reasonable and fair expectations honestly held based on facts known to the Group and/or the Warrantors or any of them and there are no other assumptions on which such forward-looking statements are based other than the assumptions referred to in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings or which such forecasts or estimates ought reasonably to have been based which have not been made. Such forward-looking statements do not omit or neglect to include or take into account of any facts or matters.
- 13.8 Without limiting the generality of the foregoing, each of the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings contains all particulars and information reasonably necessary to enable an investor to make an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Group and its profits and losses and of the rights attaching to the H Shares and there are no other facts the omission of which would make any statement in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings misleading, deceptive, inaccurate or which is in the context of the Global Offering material.
- 13.9 All expressions of opinion, intention or expectation contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings at the date of their respective dates, the Applicable Date and all other times when the representations and warranties in this Agreement are repeated pursuant to this Agreement are made on reasonable grounds and are and will be truly and honestly held by the Directors and are and will be fairly based and there are and will be no other facts known or which could, upon reasonable inquiry, have been known to the Directors the omission of which would make any such statement or expression untrue, inaccurate, misleading or deceptive in

any respect or which will or should reasonably be considered material in the context of the Global Offering.

- 13.10 The business histories, interests, qualifications and experience and all the direct and indirect interests of each of the Directors and their respective associates in any of the companies which were parties to transactions required to be disclosed under the generally accepted accounting principles of Hong Kong or the applicable Laws entered into or completed within the last two years immediately preceding the date of the Prospectus relating to the business of the Group, or loans to or by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, the Group have been and are fully and accurately disclosed in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings.
- 13.11 The Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings comply in all respects with all applicable Laws (including the CSRC Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Law and the Listing Rules) and contain all information and particulars which is or might be material for disclosure to potential subscriber, purchaser or underwriter (or sub-underwriter) of the Offer Shares, or its advisers, or for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Group and of the rights attaching to the H Shares. In particular (but without prejudice to the foregoing) the sections in the Prospectus headed “Risk Factors”, “History and Corporate Structure” and “Business” are true, accurate and complete in all respects and not misleading or deceptive, and set out all facts, matters and circumstances which could create, constitute or result in, or relate to, a risk (or risks) for the businesses, profits or assets of the Group, or be a factor which it is appropriate to bring to the attention of potential investors to make them aware of and assist them in assessing the potential risks relating to the Group and an investment in the H Shares, and that these sections comply in all respects with the minimum principles set out in of the Listing Rules.
- 13.12 The statements relating to the total amount of fees paid or payable to the Joint Sponsors, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to the Underwriters contained in each of the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings are complete, true and accurate in all respect and not misleading.
- 13.13 All statements, representations and information (whether or not it relates to the Group or any third party, and including all confirmation and representations from a third party) provided by or through or on behalf of the Company, any other member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents in response to queries and comments raised by, or in connection with any application or submission to or correspondence with the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority were and are complete, true and accurate in all respects and were and are not misleading or deceptive in any respect and there are no facts which have not been disclosed to the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority in

connection with any such application, submission or correspondence which, by their omission, may make any such statements untrue, inaccurate, incomplete, deceptive or misleading in any respect or are material for disclosure to the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority.

- 13.14 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of the Company, any other member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents, to the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority have complied or will comply with all applicable Laws.
- 13.15 The Company has obtained unequivocal written consents from third party companies or entities whose names and logos together with their relationship with the Company have been disclosed in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings.
- 13.16 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

14. PROPERTIES, TITLE AND INTERESTS

- 14.1 None of the members of the Group owns, operates, manages, leases or has any other right of interest in any other property of any kind save as disclosed in the Prospectus.
- 14.2 With respect to the rights and interests in property and other assets (including but not limited to land and buildings) owned by members of the Group, save as disclosed in the Prospectus:
 - 14.2.1 the relevant Group Company has good and marketable title, or has the right by Laws to good and marketable title, to such property and other assets or any rights or interests thereto;
 - 14.2.2 there are no Encumbrances or interests, conditions, planning consents, orders, regulations or other restrictions affecting any of such property and other assets which could have a Material Adverse Effect on the value of such property and other assets or materially adversely limit, restrict or otherwise affect the ability of the relevant Group Company to utilise, develop or redevelop any such property or other assets;
 - 14.2.3 the relevant Group Company is entitled as legal and beneficial owner of such property and other assets to all rights and benefits as landlord, licensor and/or lessee (as the case may be) under the leases, tenancies or licences to which it is a party as landlord, licensor and/or lessee (as the case may be) in respect of such

property and other assets, and such leases, tenancies and licences are and will be in full force and effect;

14.2.4 none of the properties or other assets has been used by the Group for any unlawful purposes and the Group has not violated any relevant land or construction regulations;

14.2.5 all requisite consents necessary for the use of any property by the relevant Group Company as it is presently being used by such member have been duly obtained and are in full force and effect; and

14.2.6 all requisite licences, certificates and authorities necessary for the existing use of any property by the relevant Group Company have been duly obtained and are in full force and effect.

14.3 Where any property and other assets are held under lease, tenancy or licence by any Group Company, save as disclosed in the Prospectus:

14.3.1 each lease, tenancy or licence is legal, valid, subsisting and enforceable by the relevant Group Company;

14.3.2 no default (or event which with notice or lapse of time, or both, would constitute a default) by any Group Company has occurred and is continuing under any of such leases, tenancies or licences;

14.3.3 no Group Company has notice of any claim of any nature that has been asserted by anyone adverse to the rights of the relevant Group Company under such leases, tenancies or licences or affecting the rights of the relevant Group Company to the continued possession of such leased or licensed property or other assets;

14.3.4 there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by such Group Company; and

14.3.5 if any of the Warrantors or any of their subsidiaries, as the case may be, is a lessor under any such lease, such Warrantor or such subsidiary, as the case may be, has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the property or asset that is the subject of such lease;

14.4 With respect to each of the properties situated in the PRC owned by the Group:

14.4.1 the ownership of the property, in respect of which the relevant Group Company has the right to occupy, belongs to the Group Company which has good title to such property;

- 14.4.2 the relevant Group Company has validly acquired the relevant Real Estate and Land Ownership Certificate (the “**Ownership Certificate**”) in respect of the property which is valid and subsisting and in full force and effect;
- 14.4.3 all of the relevant procedures as regards to the sale or transfer of the property have been completed and (where applicable) the sale or transfer has been validly registered with the relevant Governmental Authority;
- 14.4.4 the relevant Group Company can legally transfer, mortgage, or sell the property to local or foreign corporations or individuals, subject to the terms of the Ownership Certificate;
- 14.4.5 all land premiums payable in respect of the property have been paid in full and no further premiums are payable under the terms of the Ownership Certificate or otherwise under the Laws of the PRC;
- 14.4.6 the property is not currently subject to any sale, transfer or mortgage procedures and it is not leased or transferred or given to others as a gift, and the relevant Group Company has not entered into any agreement to do any of the foregoing; the property is not involved in any litigation or subject to any court order for attachment, possession or any other similar proceedings;
- 14.4.7 the relevant Group Company has not received from the PRC Governmental Authority any notice or order which may adversely affect its right to use the property for the purpose for which it is presently being used;
- 14.4.8 all of the land user's covenants contained in the Ownership Certificate and/or other documents applicable to the property have been duly performed and observed to the extent that such obligations have fallen due;
- 14.4.9 as at the date hereof there has been no change in the terms and conditions of the Ownership Certificate and/or other documents applicable to the property, which are all in full force and effect in favour of the relevant Group Company; and
- 14.4.10 no default (or event which with notice or lapse of time or both will constitute a default) by the relevant member of Group has occurred or is continuing under the Ownership Certificate and/or other documents applicable to the property and it is not in breach of any PRC Laws in respect of the use occupation and enjoyment of the property.
- 14.5 The ownership of and the right to use or possess the land and buildings as described in the Prospectus by the relevant Group Company is not subject to any unusual or onerous terms or conditions.
- 14.6 Each Group Company has good, legal and marketable title to all stock used in its business free from any Encumbrances save those arising in the ordinary course of business.

- 14.7 Save as disclosed in the Accounts or the Prospectus, the assets included in the Accounts or, as the case may be, acquired since the Accounts Date and all assets used or owned by or in the possession of each Group Company:
- 14.7.1 are legally and beneficially owned by that Group Company free from any Encumbrance, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale;
 - 14.7.2 are in the possession or under the control of that Group Company;
 - 14.7.3 where purchased on terms that title to such asset or property does not pass until full payment has been made, have been paid for in full by that Group Company;
 - 14.7.4 are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and
 - 14.7.5 comprise all the assets, properties and rights which that Group Company owns or which it uses or requires for the purpose of carrying on its business.
- 14.8 Each Group Company has done everything (whether by way of giving notice, registration, filing or otherwise) required or permitted to be done by it for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- 14.9 All records or other documents recording or evidencing any contract, licence, consent or other right of each Group Company or required for the exercise of any such right are in the possession or under the exclusive control of that Group Company.
- 14.10 Each Group Company has not created, or granted, or agreed to create or grant, any security interest or other Encumbrance in respect of any of the assets included in the Accounts, or acquired or agreed to be acquired since the Accounts Date, otherwise than in the ordinary course of business.
- 14.11 None of the material property, assets or undertakings of any Group Company is subject to, and the relevant Group Company has not agreed to grant in respect of the same, any Encumbrance.
- 14.12 The stock in trade of each member of the Group Company is in good marketable condition and is capable of being sold by it in the normal and ordinary course of business in accordance with its current price list, without debate or allowance to a purchaser.
- 14.13 The statements contained in “Business – Properties” in the Prospectus are complete, true and accurate in all respects and not misleading in any respect.
- 14.14 The plant, machinery, vehicles and other equipment used in connection with the business of the Group:

- 14.14.1 are subject to normal wear and tear in a good and safe state of repair and satisfactory working order and have been properly serviced and maintained; and
- 14.14.2 are not to any extent dangerous, inefficient, out-of-date, unsuitable, in need of renewal or replacement, or surplus to requirements.
- 14.15 Maintenance contracts are in full force and effect in respect of all major assets of the Group in connection with its business which is normal or prudent to have maintained by independent or specialist contractors, and in respect of all assets which the Group is obliged to maintain or repair under any leasing or similar agreement; and all those assets have been regularly maintained to a good technical standard, and in accordance with safety regulations usually observed in relation to assets of that description, and in accordance with the terms and conditions of any applicable leasing or similar agreement.
- 14.16 There are no outstanding or pending actions, disputes, notices, liabilities, demands or complaints which adversely affect or are likely to adversely affect the use of any material property, assets or undertakings of any Group Company for the purposes for which it is now used by any Group Company.
- 14.17 No Group Company has any material existing or contingent liabilities in respect of any material properties previously occupied by it or in which it has owned or held any interests.

15. INSURANCE

- 15.1 The description of the Company's insurance coverage contained in the Prospectus is true, accurate and complete and not misleading. All assets of each of the members of the Group which are of an insurable nature have at all times been and are insured in amounts reasonably regarded as adequate and prudent against fire and other risks normally insured against by companies carrying on similar businesses or owning assets of a similar nature and each Group Company has at all times been and is adequately covered against accident, third party injury, defective products, environmental liabilities, damage and other risks normally covered by insurance by such companies and each Group Company is entitled to the full benefits of such insurance. All policies of insurance insuring each Group Company or its respective business, assets and employees are in full force and effect in all respects. Nothing has been done or has been omitted to be done whereby any such policies have or may become void or are likely to be avoided.
- 15.2 No claim under any insurance policies taken out by any Group Company is outstanding and there are no circumstances likely to give rise to such a claim. None of the outstanding medical claims made under the Group's medical insurance policies is material in the context of the Group as a whole and, so far as the Warrantors are aware, no circumstances exist which are likely to give rise to such a claim.

- 15.3 All premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of the said policies have been fully observed and performed.
- 15.4 None of the Warrantors has any reason to believe that any Group Company will not be able to renew its existing insurance coverage from similar insurers as may be necessary to continue its business at a cost that would not adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Group, taken as a whole.
- 15.5 None of the insurance policies in respect of the assets of each Group Company is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of the normal rate.

16. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

- 16.1 Save as disclosed in the Prospectus or the Disclosure Package, no filing with, or Approval of, any Government Agency, is necessary or required for the performance by the Company of any of its obligations hereunder in connection with the Global Offering, issuance or sale of the H Shares hereunder or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Prospectus and the Disclosure Package, except such as have already been obtained and are in full force and effect.
- 16.2 Save as disclosed in the Prospectus, each Group Company has carried on and is carrying on its business and operations in accordance with applicable Laws and all statutory, municipal and other Approvals, properly issued by the appropriate and authorised Governmental Authority, necessary or desirable for the establishment and carrying on of the businesses and operations of, and owning of assets by, each of the Group Company as now carried on, as previously carried on and as proposed to be carried on have been obtained and are (or were at the relevant time) valid and subsisting and all conditions applicable to any such Approval have been and are complied with and, there are no facts or circumstances which exist or 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 or in any existing Approvals or any requirements for additional Approvals which could prevent, restrict or hinder the operations of any Group Company or involve any Group Company in additional expenditure.
- 16.3 There are no circumstances which will or may result in the Approvals which will be required in the PRC by the Group to carry on the businesses and/or activities contemplated and as described in the sections headed "Business" and "Future Plans and Use of Proceeds" in the Prospectus not being granted.
- 16.4 Each Group Company is in compliance with all applicable Laws of any applicable jurisdiction.
- 16.5 The operations of the Group, each Warrantor (other than the Company) and their respective affiliates is and have been conducted at all times in compliance with

applicable Laws against corrupt practices in all respects. None of (1) the Group, the Warrantors (other than the Company) and their respective affiliates, nor any director, supervisor, officer, or employee thereof; (2) any agent or representative of the Group, the Warrantors (other than the Company) and their respective affiliates ; or (3) any person acting on behalf of any of the foregoing persons (collectively, the “Group Relevant Persons”) (A) has taken or will 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, directly or indirectly, to any “government official” (including 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 the PRC or Hong Kong or any other applicable jurisdiction; (B) has made or authorized any contribution, payment or gift of funds or property to any candidate for public office, or any official, employee or agent 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 the PRC or Hong Kong, 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 rules, regulations, guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative or regulatory consequences), orders, judgments, decrees, rulings or other binding requirements of any relevant Authority, including but not limited to 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 each of the Group, the Warrantors (other than the Company) and their respective affiliates, as applicable; each of the Group, the Warrantors (other than the Company) and their respective affiliates have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption laws including the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), 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, or any other Law of similar purpose and scope (collectively, the “Anti-Bribery Laws”) and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein; none of the Group Relevant Persons has violated or is in violation of any provision of the Anti-Bribery Laws; none of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of goods or services, or the respective directors, officers, representatives, agents, employees, affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purposes of inducing the Group, the Warrantors (other than the Company) or their respective affiliates to procure or increase the procurement of such goods or services, or (B) prohibited under applicable Laws of the PRC, Hong Kong, or any other relevant jurisdiction; and each of the Group, the Warrantors (other than the Company) and their respective affiliates maintains and has implemented adequate internal controls and procedures to monitor and supervise the

Group Relevant Persons that are reasonably designated to detect and prevent any such receipt of payments or gift of anything of value.

- 16.6 None of the members of the Group is a party to any agreement, arrangement or concerted practice or is carrying on a practice which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where any of the members of the Group has assets or carries on business or in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 16.7 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including but not limited to 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.
- 16.8 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.
- 16.9 Any and all issues identified and as disclosed in the internal controls report issued 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 in all respects, and no such issues have materially adversely affected, or could reasonably be expected to materially adversely affect, such controls and procedures or such ability to comply with all applicable Laws in any respect.

17. EMPLOYMENT AND PENSIONS

- 17.1 Each of the PRC Subsidiaries is in compliance with the Labour Contract Law of the PRC currently in force.
- 17.2 There are no amounts owing or promised to any present or former directors, supervisors, employees or consultants of any Group Company other than remuneration accrued due or for reimbursement of business expenses.
- 17.3 No directors, supervisors, or senior management or employees of any Group Company have given or been given notice terminating their contracts of employment.
- 17.4 There are no proposals to terminate the employment or consultancy of any directors, supervisors, senior management, employees or consultants of any Group Company or

to vary or amend their terms of employment or consultancy (whether to their detriment or benefit).

- 17.5 No Group Company has outstanding any 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, employees or consultants by it.
- 17.6 No liability has been incurred by any Group Company for:
- 17.6.1 breach of any contract of service, contract for services or consultancy agreement;
 - 17.6.2 redundancy payments;
 - 17.6.3 compensation for wrongful, constructive, unreasonable or unfair dismissal;
 - 17.6.4 failure to comply with any order for the reinstatement or re-engagement of any director, supervisor, employee or consultant; or
 - 17.6.5 the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor, or consultant of any Group Company.
- 17.7 No dispute of material importance with the directors, supervisors, employees (or any trade union or other body representing all or any of such employees), consultants or agents of any Group Company exists or is imminent or threatened. None of the members of the Group is aware of any existing or imminent labour disturbance by the directors, supervisors, employees or consultants or any of its principal suppliers, customers or contractors which might be expected to result in a Material Adverse Effect.
- 17.8 All contracts of service in relation to the employment of the Group's employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant Group Company and the subsisting contracts of service to which any Group Company is a party are legal, valid and enforceable (except for provisions in restraint of trade which may be subject to unfavourable judicial interpretation) and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or threatened or capable of arising against the relevant Group Company, by any employee or third party, in respect of any accident or injury not fully covered by insurance.
- 17.9 The Group has in relation to its directors, supervisors, employees or consultants (and so far as relevant to each of its former directors, supervisors, employees or consultants) complied in all respects with all applicable statutes, regulations and articles of association/bye-laws (or equivalent constitutive documents) and the terms and conditions of such directors', supervisors', employees' or consultants' (or former

directors', supervisors', employees' or consultants') contracts of employment or consultancy.

- 17.10 No contributions are being, or have been made by a Group Company to any pension, retirement, provident fund or death or disability benefit scheme or arrangement other than the social insurance and housing funds and other pension, retirement, provident fund or death or disability benefit scheme or arrangement (collectively, the “**Social Insurance Funds**”) and the housing provident fund (the “**Housing Provident Fund**”) referred to in the Prospectus and no Group Company participates in, or has participated in, or is liable to contribute to, any pension, retirement, provident fund or death or disability benefit scheme or arrangement in respect of past or present employees, directors or supervisors of the Group other than the Social Insurance Funds or the Housing Provident Fund.
- 17.11 Each of the pension schemes and the Social Insurance Funds complies with and has been operated in all respects in accordance with all applicable Laws of the relevant scheme. There is no ground upon which any applicable registrations or exemptions in respect of any of the Social Insurance Funds or the Housing Provident Fund could be withdrawn or cancelled.
- 17.12 Save as disclosed in the Prospectus and save for contributions due to be paid at the next payment date, no contributions (or contribution surcharge) in respect of any employee, director or supervisor of the Group or any other payment due to, or in respect of, the Social Insurance Funds or the Housing Provident Fund is unpaid.
- 17.13 All defined benefit retirement schemes are adequately funded and no additional contributions by any Group Company are currently due to be made to make up for any shortfall.
- 17.14 There is no dispute relating to the Social Insurance Funds, whether involving any Group Company, the trustees or administrators of the Social Insurance Funds, any employee, director or supervisor of a Group Company, or any other person and no circumstances exist which may give rise to any such claims.

18. INTELLECTUAL PROPERTY

- 18.1 For the purpose of this paragraph 18, “**Intellectual Property**” means all patents, patent rights, inventions, trade marks, service marks, logos, get-up, registered or unregistered design rights, trade or business names, domain names, trade secrets, confidential information, Know-how, copyrights, semi-conductor topography rights, database rights and any proprietary or confidential information systems processes or procedures and of their intellectual property (whether, in each case, registered, unregistered or unregistrable, and including pending applications for registration and rights to apply for registration) and all rights of a similar nature or having similar effect which may subsist in any part of the world.

- 18.2 For the purpose of this paragraph 18, “**Know-how**” means confidential and proprietary industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers.
- 18.3 All Intellectual Property and all pending applications therefor which have been, are or are capable of being used in or in relation to or which are necessary for the business of each Group Company are (or, where appropriate in the case of pending applications, will be):
- 18.3.1 legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are or will be in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated;
 - 18.3.2 valid and enforceable;
 - 18.3.3 not subject to any Encumbrance or any licence or authority in favour of another;
 - 18.3.4 where registration of those Intellectual Property rights in the name of a Group Company is practicable, such registration has been effected, the relevant Group Company is the registered proprietor thereof and no Group Company has done or omitted to do anything which may impair that registration or render it open to challenge; and
 - 18.3.5 in the case of rights in such Intellectual Property as are registered or the subject of applications for registration, listed and briefly described in Appendix VI to the Prospectus all renewal fees which are due and steps which are required for their maintenance and protection have been paid and taken, no claims have been made or threatened and no applications are pending, which if pursued or granted might be material to the truth and accuracy of any of the above statements in this paragraph 18.3.
- 18.4 No Group Company has received any notice or is otherwise aware of (having made due and careful enquiries):
- 18.4.1 any infringement of or conflict with claimed or asserted rights of others with respect to any rights mentioned in paragraph 18.3 above; or
 - 18.4.2 any unauthorised use of any Know-how of any third party and no Group Company has made disclosure of Know-how to any person except properly and in the ordinary course of business and on the basis that such disclosure is to be treated as being of a confidential character; or

- 18.4.3 any opposition by any person to any pending applications; or
- 18.4.4 any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any Group Company; or
- 18.4.5 any facts or circumstances which would render any rights mentioned in paragraph 18.3 above invalid or inadequate to protect the interests of the relevant Group Company or unenforceable.
- 18.5 The rights and interest held by the Group (whether as owner, licensee or otherwise) in Intellectual Property comprises all the rights and interests necessary or convenient for the carrying on of the business of each Group Company in and to the extent which it is presently conducted.
- 18.6 The processes employed and the products and services dealt in by a Group Company both now and at any time within the last six years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those belonging to or licensed to a Group Company) and no claims of infringement of any such rights or interests have been made or threatened by any third party.
- 18.7 All licences and agreements to which any Group Company is a party (including all amendments, novations, supplements or replacements to those licences and agreements) are in full force and effect, and no notice having been given on any party to terminate them; the obligations of the parties thereto thereunder have been fully complied with; and no disputes have arisen or are foreseeable in respect thereof; and where such licences are of such a nature that they could be registered with the appropriate authorities and where such registration would have the effect of strengthening the Group's rights, they have been so registered.
- 18.8 Except as disclosed in the Prospectus, there is no other Intellectual Property used or registered by any members of the Group in connection with the Group's business which is material in the context of such business. All information in the Prospectus regarding Intellectual Property owned or used by the Group is true, accurate and complete, and no material information regarding the same has been omitted therefrom.
- 18.9 The operation of the website(s) operated by the Group does not infringe on the rights of any third party. In particular, the Company believes that the functional aspect of such website(s), and computer programmes in support, in so far as they are not already validly licensed from a third party, do not infringe on the right of any third party.
- 18.10 The Group is either the lawful owner of all the information and content which is available through the website(s) operated by the Group or possesses a valid subsisting and defensible legal right or licence to use and make such information and content available through those website(s).
- 18.11 No Group Company has received any notice or is otherwise aware of any unauthorised use by it of any confidential information of any third party.

- 18.12 The Company has the right to use the pictures and logo appearing on the front page of and inside the Prospectus and the Offer Documents and has not received, nor is it aware of, any complaint, demand or claim regarding the use of such pictures or logo, and the logo has been registered as a trademark in Hong Kong.

19. INFORMATION TECHNOLOGY

- 19.1 For the purpose of this paragraph, “**Information Technology**” means all computer systems, communications systems, software and hardware owned, used or licensed by or to any Group Company.
- 19.2 The Information Technology comprises all the information technology systems and related rights necessary to run the business of the Group.
- 19.3 All Information Technology which has been or which is necessary for the business of any Group Company is either legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated.
- 19.4 All the records and systems (including but not limited to Information Technology) relating to the business of the Group taken as a whole and all data and information of each Group Company are maintained and operated by a Group Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of a Group Company.
- 19.5 There are no bugs or viruses, logic bombs or other contaminants (including without limitation, “worms” or “trojan horses”) in or failures or breakdowns of any computer hardware or software or any other Information Technology equipment used in connection with the business of any Group Company which have caused any substantial disruption or interruption in or to the business of any Group Company.
- 19.6 In the event that the persons providing maintenance or support services for the Group’s Information Technology cease or are unable to do so, the members of the Group have all the necessary rights and information to continue to maintain and support or have a third party maintain or support the Information Technology which is material for the operations of the Group as a whole.
- 19.7 Each Group Company has in place procedures to prevent unauthorised access and the introduction of viruses.
- 19.8 Each Group Company has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group taken as a whole.

- 19.9 There are no defects relating to the Information Technology owned or used by the business of any Group Company and the Information Technology owned or used by any Group Company has the capacity and performance necessary to fulfil the present and foreseeable requirements of the business of any Group Company.

20. ENVIRONMENTAL MATTERS

- 20.1 For the purposes of this paragraph:

20.1.1 “**Environment**” means all or any part of the air (including, without limitation, air within buildings or natural or man-made structures whether above or below ground), water (including, without limitation, territorial, ocean, coastal and inland waters, surface water, groundwater and drains and sewers) and land (including, without limitation, sea bed or river bed under any water as described above, surface land and sub-surface land, and any natural or man-made structures), and also includes human, animal and plant life; and

20.1.2 “**Environmental Law**” means any treaty, national, state, federal or local law, common law rule or other rule, regulation, ordinance, by-law, code, decree, demand or demand letter, injunction, judgement, notice or notice demand, code of practice, order or plan issued, promulgated or approved thereunder or in connection therewith pertaining to the protection of the Environment or to health and safety matters (and shall include, without limitation, laws relating to workers and public health and safety).

- 20.2 Each Group Company has complied and is complying with all Environmental Laws that are applicable to its business.
- 20.3 There is no civil, criminal or administrative action, claim, investigation or other proceeding or suit pending or threatened against any Group Company arising from or relating to Environmental Law which is material in the context of the Group as a whole and there are no circumstances existing which may lead to any such action, claim, investigation, proceeding or suit.
- 20.4 Each Group Company conducts its operations so as not to lead to a breach of Environmental Law and in accordance with good operating practice of the industry in relation to all matters, practices and activities which could affect or cause harm to the Environment.
- 20.5 None of the members of the Group occupies, leases, owns, uses or has previously used, owned, leased or occupied, any property such that it is or may be wholly or partly responsible for the costs of any clean-up or other corrective action to any site or any part of the Environment.
- 20.6 There are no circumstances which require or may require any Group Company to incur significant expenditure which is material in the context of the Group as a whole in respect of the Environment or under Environmental Law.

- 20.7 Each Group Company has all Approvals required under any applicable Environmental Laws and are each in compliance with their requirements and no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or government agency, against or affecting the Company or any of the Subsidiaries relating to hazardous materials or Environmental Laws have occurred.

21. TAXATION

- 21.1 All returns, reports or filings which ought to have been made by or in respect of each of the existing Group Company for taxation purposes have been made or filed (as the case may be) and all such returns are up to date, correct and prepared with due care and skill and on a proper basis and are not the subject of any dispute with the relevant revenue or other appropriate authorities except as disclosed in the Prospectus and there are no present circumstances likely to give rise to any such dispute and the provisions included in the audited combined results of the Group as at the Accounts Date referred to in paragraph 4.1 above were sufficient to cover all taxation (if any) in respect of all accounting periods ended on or before the Accounts Date for which the Group was then liable. Each Group Company is not delinquent in payment of any taxes due thereunder and there is no tax deficiency that has been asserted against any Group Company.
- 21.2 Each Group Company has paid all taxes required to be paid by each of them in accordance with the applicable Laws to which it is subject, and has taken all necessary steps to obtain any repayment of or relief from taxation available to each of them, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings.
- 21.3 All information and statements concerning taxation (including any statement relating to any preferential tax treatment granted or previously granted to each Group Company) and its application to members of the Group in the Prospectus and the Disclosure Package are or will be, true, accurate and complete and not misleading or deceptive.
- 21.4 Each Group Company has:-
- 21.4.1 paid or accounted for in the Accounts in all respects, as the case may be all taxation (if any) due to be paid or accounted for by it before the Accounts Date and none of the Group Company is or is likely to be subject to any tax penalties so far as the Warrantors are aware; and
- 21.4.2 taken all necessary steps to obtain any repayment of or relief from taxation available to it.
- 21.5 The provisions (if any) included in the Accounts, as the case may be, are sufficient to cover all taxation in respect of all periods ended on or before the Accounts Date for which each Group Company was then or might at any time thereafter become or have become liable.

- 21.6 Adequate charges, accruals and reserves have been provided for in the Accounts in respect of all taxes for all periods as to which the tax liability of each of the Group Company has not been finally determined or remains open to examination by applicable taxing authority. None of the Group Company has received notice of any tax deficiency that has been asserted or assessed against the Company or any of its subsidiaries.
- 21.7 Save as disclosed in the Prospectus (and subject to any reservation made therein), no tax or duty (including, without limitation, any stamp or issuance or transfer tax or duty and any tax or duty on capital gains or income, whether chargeable on a withholding basis or otherwise) is payable to any Governmental Authority in the PRC (unless the Underwriting Documents are executed or later brought into the PRC), Hong Kong or any other jurisdiction in connection with:
- 21.7.1 the execution, delivery and performance of the Underwriting Documents;
 - 21.7.2 the creation, issue and allotment of the Offer Shares;
 - 21.7.3 the payment by the Company to, and the receipt by shareholders of, any dividend in respect of H Shares; and
 - 21.7.4 the sale, transfer or other disposition or delivery of any H Shares (other than the stamp duty payable under Hong Kong Law), including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition.
- 21.8 No stamp, issue, registration, transfer tax or duty or other similar tax or duty is payable by or on behalf of the Hong Kong Underwriters in the PRC or Hong Kong or any political subdivision or taxing authority thereof or therein in connection with:
- 21.8.1 the creation, allotment and issuance of the H Shares; or
 - 21.8.2 the offer, sale and delivery by the Company of the H Shares to or for the respective accounts of such Hong Kong Underwriters; or
 - 21.8.3 the sale and delivery by the Hong Kong Underwriters of the H Shares; or
 - 21.8.4 the execution and delivery of this Agreement and the International Underwriting Agreement or any other document relating to the Global Offering; or
 - 21.8.5 the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement or any other document relating to the Global Offering.
- 21.9 All Hong Kong, local and national PRC governmental tax waivers and other Hong Kong, local and national PRC tax relief, concession and preferential treatment are valid and do not violate any Applicable Laws.

22. IMMUNITY

None of the Warrantors, any of their respective subsidiaries, any of their assets or revenues or properties is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment prior to or in aid of execution of judgement, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgement. The irrevocable and unconditional waiver and agreement of the Warrantors in Clause 9.12 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement is valid and binding under all applicable Laws.

23. INSOLVENCY

- 23.1 No order has been made or petition presented or resolution passed for the winding-up or judicial management or administration of any member of the Group or the Warrantors or for the appointment of a provisional liquidator or similar person, nor are there any reasonable grounds on which any person would be entitled to have any member of the Group or the Warrantors wound-up or placed in judicial management or administration or of similar effects or to have a provisional liquidator or similar person appointed for the member of the Group or the Warrantors, nor, has any person threatened to present such a petition or convened or threatened to convene a meeting of any member of the Group or the Warrantors (where applicable) to consider a resolution to wind up the member of the Group or the Warrantors (where applicable), nor has any step been taken in relation to the member of the Group or the Warrantors (where applicable) under the Laws relating to insolvency or the relief of debtors in any part of the world.
- 23.2 No provisional liquidator, receiver, liquidator or manager or similar person has been appointed by any person of the whole or any part of the business or assets of any member of the Group or the Warrantors and no compromise or arrangement has been proposed, agreed to or sanctioned in respect of it.
- 23.3 No distress, execution or other process has been levied on any asset owned or used by any member of the Group or the Warrantors, nor has any person threatened any such distress, execution or other process.
- 23.4 No action has been taken by any member of the Group or the Warrantors or, no matter has occurred which, in any jurisdiction, is equivalent or, in all respects, similar to any of the actions on matters referred to in this paragraph.
- 23.5 No member of the Group or the Warrantors has stopped or suspended payments of its debts or become unable to pay its debts as they fall due or otherwise becomes insolvent.

24. MATTERS RELATING TO US LAWS

- 24.1 The Company is not, and after giving effect to the offering and sale of the Offer Shares and application of the proceeds thereof as described in the Prospectus, will not be required to register as an “investment company” as such term is defined in the United States Investment Company Act of 1940, as amended.

- 24.2 Neither the Warrantors, nor any of their respective affiliates, nor any person acting on behalf of any of the foregoing persons has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the US Securities Act) under circumstances that would require the registration of the Offer Shares under the US Securities Act; or (ii) engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the US Securities Act) in connection with the offering or selling of the Offer Shares or in any manner involving a public offering within the meaning of Section 4(2) of the US Securities Act.
- 24.3 There is no “substantial US market interest” in the Offer Shares or any of the Company’s securities of the same class as the Offer Shares within the meaning of Regulation S under the US Securities Act.
- 24.4 Within the preceding six months, none of the Warrantors and any person acting on their behalf has offered or sold to any person any H Shares, or any securities of the same or a similar class as the H Shares, other than H Shares offered or sold to the Underwriters under this Agreement and the International Underwriting Agreement. The Warrantors and persons acting on their behalf will take reasonable precautions designed to ensure that any offer or sale, direct or indirect, in the United States or to any US Person (as defined in Rule 902 under the US Securities Act) of any H Shares or any substantially similar securities issued by the Company, within six months subsequent to the date on which the distribution of the H Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the H Shares in the United States and to US Persons contemplated by the International Underwriting Agreement as transactions exempt from the registration provisions of the US Securities Act.
- 24.5 Each of the Warrantors represents and agrees that, without the prior consent of the Overall Coordinators, it has not made and will not make any offer relating to the H Shares that, if the offering of the H Shares contemplated by this Agreement were conducted as a public offering pursuant to a registration statement filed under the US Securities Act with the United States Securities and Exchange Commission would constitute an “issuer free writing prospectus”, as defined under Rule 433 under the US Securities Act.
- 24.6 The Company is a foreign issuer as defined in Regulation S of the US Securities Act.
- 24.7 Neither the Company, nor any of the Group Company, nor the other Warrantors, nor any affiliate (as defined in Rule 405 under the US Securities Act) of any of them, nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S of the US Securities Act) with respect to the Offer Shares. The Company, any Group Company, the Warrantors, their respective affiliates (as defined in Rule 405 under the US Securities Act) and any person acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S of the US Securities Act.

- 24.8 It is not necessary in connection with the offer, sale and delivery of the Offer Shares to the Underwriters and subsequent purchasers thereof in the manner contemplated by this Agreement, the International Underwriting Agreement and the Offer Documents to register the Offer Shares under the US Securities Act.
- 24.9 The Company is not a “passive foreign investment company” (“**PFIC**”) within the meaning of Section 1297(a) of the US Internal Revenue Code of 1986, as amended, and is not likely to become a PFIC in the future. The Company has no plans or intention to become a PFIC in the future.
- 24.10 Each of the Warranting Shareholders that is a natural person is not a citizen or resident of the United States and has no present intention to become a citizen or resident of the United States.
- 24.11 Neither the Company, nor, to the Company’s knowledge, any director, supervisor, officer, agent, employee, affiliate or other person acting on behalf of the Company is aware of or has taken any action, directly or indirectly, that would result in a violation by any Group Company or any director, supervisor, officer, agent, employee, affiliate or other person acting on behalf of any Group Company of the Foreign Corrupt Practices Act of 1977 and amended by the International Anti-Bribery Act of 1998, as amended, and the rules and regulations thereunder (the “**FCPA**”), including without limitation, making use of the mails or any means of instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA. The Company and the Company’s Affiliates, to the Company’s knowledge, have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
- 24.12 The operations of all Group Companies are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Group Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.
- 24.13 Each of the Warrantors represents and warrants that:
- 24.15.1 none of the Company, any of its Subsidiaries, or their respective directors, supervisors, officers, agents, employees, affiliates and any person acting on their behalf, is currently subject to (i) any U.S. sanctions related to or

administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (including but not limited to the designation as a “specially designated national or blocked person” thereunder); or (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto (collectively, the “**Sanctions Laws and Regulations**”). There have been no transactions or connections between the Company or any of its Subsidiaries, on the one hand, and any country, person, or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or who perform contracts in support of projects in or for the benefit of those countries, on the other hand;

- 24.15.2 (i) neither the Company nor any of its subsidiaries, nor any of their respective directors or executive senior management personnel, nor, to the Company’s best knowledge, any of their respective employees, agents or other persons acting on their behalf, is an individual or entity (“**Person**”) that is, or is owned or controlled by a Person that is (a) the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union, Her Majesty’s Treasury (“**HMT**”), or other relevant sanctions authority, collectively (“**Sanctions**”), nor has conducted business with any Person subject to any such Sanction, nor, (b) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan and Syria); (ii) The Company and any director, officer, employee, agent, subsidiary, or representative of the subsidiary will not, directly, or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any of its joint venture partners or other Persons: (a) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or (b) or in any other manner that will result in violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, adviser, investor or otherwise); (iii) for the past five years, the Company and any director, officer, employee, agent, subsidiaries, affiliate or representative of the Company has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

- 24.15.3 the Company will use the proceeds of the Global Offering exclusively in the manner set forth in the section headed “Future Plans and Use of Proceeds” in the Prospectus and Disclosure Package, and will not, directly or indirectly, use, lend, contribute or otherwise make available such proceeds to any Subsidiary or other person or entity, for the purpose of financing the activities of any person, entity or country currently subject to any Sanctions Laws and Regulations;
- 24.15.4 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 Laws and Regulations; and
- 24.15.5 neither the Company nor its Subsidiaries, nor to the knowledge of the Warrantors after due and careful enquiry, any executive officers, Directors, or member of the senior management of each of the Company and its Subsidiaries, acting on behalf of the Company and its Subsidiaries, as the case may be, have, directly or indirectly, (i) made or authorised any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality in the PRC, Taiwan, Hong Kong or any other jurisdiction or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under applicable law, rule, or regulation of any locality or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of such entity.

25. CYBERSECURITY AND DATA PROTECTION

- 25.1 The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, “**IT Systems**”) are adequate for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted. The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to the same.
- 25.2 (A) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive

administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any other member of the Group is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC (《中華人民共和國網絡安全法》) promulgated by the National People's Congress Standing Committee on 7 November 2016 and implemented on 1 June 2017 (the "**Cybersecurity Law**"); (C) 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 Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant Governmental Authority; (D) 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 Governmental Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) 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, unauthorised destruction or unauthorised 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; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (G) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Governmental Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on 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 (J) 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, the CAC or any other relevant Governmental Authority.

26. MARKET CONDUCT

- 26.1 Save for the appointment of the Stabilizing Manager as disclosed in the Offering Documents, none of the Warranting Shareholders, nor any of their respective agents or affiliates, 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, 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, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.

26.2 None of the Warranting Shareholders, nor any of their respective affiliates or agents, nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO; or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager (or persons acting for it) of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise.

26.3 None of the Warranting Shareholders or their respective affiliates or any limited or general partner (as the case may be), director, supervisor, officer, employee or agent of a Warranting Shareholder, nor any person acting on behalf of any of them, has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; or (B) publicly available.

27. SUBSEQUENT EVENTS

27.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Prospectus and the Preliminary Offering Circular, unless disclosed in each of these documents, neither the Company nor any Subsidiary has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company or any Subsidiary, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Company or any Subsidiary, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company or any Subsidiary, or (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, its capital stock of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, (G) had any lapse of any Intellectual Property of the Company or any Subsidiary, any license thereof, or any Intellectual Property application by the Company or any Subsidiary or (H) entered into a letter of intent or memorandum of

understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (G) above.

- 27.2 Subsequent to the respective dates as of which information is given in each of the Prospectus and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change, (B) any transaction which is material to the Company and any Subsidiary, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by the Company or any Subsidiary which is material to them, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in the Company or any Subsidiary, 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 the Company or any Subsidiary.
- 27.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) has carried on business in the ordinary and usual course of business so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (B) has continued to pay its creditors in the ordinary course of business and on arm's length terms; and, subsequent to the respective dates as of which information is given in each of the Prospectus and the Preliminary Offering Circular, and (C) there has not been any Material Adverse Change or any development involving a prospective Material Adverse Change in or any development involving a prospective Material Adverse Change the relations of the business of each of the Company and the Subsidiaries with its customers and suppliers.

28. OTHER MATTERS

- 28.1 The Warrantors have not entered and will not enter into any contractual arrangement with respect to the distribution of the Offer Shares except for this Agreement and the International Underwriting Agreement.
- 28.2 Subject to the discretion of the relevant courts and public policies and other principles to be considered by such courts and the other conditions described under the applicable Laws, (A) the choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong or the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; (B) Each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong and the PRC; (C) the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of Hong Kong or the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; (D) that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong and do not contravene Laws of the PRC and are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; (E) service of process effected in the manner set forth in this Agreement will be effective to confer valid personal

jurisdiction over the Warrantors; (F) the arbitration agreement contained in this Agreement is a valid and effective agreement by the Warrantors to submit to arbitration; (G) the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; and (H) any award obtained in the Hong Kong International Arbitration Centre arising out of or in relation to the obligations of any of the Warrantors under this Agreement will be recognised and enforced by the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Offering Documents.

- 28.3 Other than as disclosed in the Prospectus, there are no existing or announced Laws, policies, regulatory, administrative or other government initiatives or measures regarding the business of the Group which would have a Material Adverse Effect.
- 28.4 Any certificate signed by any officer of the Company or any of its Subsidiaries or the other Warrantor and delivered to the Overall Coordinators or to the legal advisers to the Overall Coordinators and the Underwriters pursuant to this Agreement or the International Underwriting Agreement shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.
- 28.5 None of the Warrantors, their respective directors and employees has provided to any investment research analyst, whether directly or indirectly, any Non-Public Information.
- 28.6 Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in ***Schedule 5*** and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company”, “the Warranting Shareholders” (as applicable) and “we” or “us” or “our” shall mean the Joint Sponsors, the Overall Coordinators and the Underwriters.

SCHEDULE 5
Professional Investor Treatment Notice

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
 - 1.1 a trust corporation having been entrusted with under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements or certificate, certified public accountant certificate issued to the trust corporation in respect of the trust(s) and public filing submitted by or on behalf of the trust corporation within the last 12 months;
 - 1.2 a high net worth individual having, on its own account or with associates on a joint account, a portfolio, or share as specified in a written agreement among the account holders and in the absence of such written agreement an equal share of a portfolio on a joint account with one or more persons other than the individual's associate, or 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, of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - 1.3 a high net worth corporation or a corporation that wholly owns such high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in a certificate from an auditor or certified public accountant, custodian statements issued to the corporation or partnership and public filing submitted by or on behalf of the corporation or partnership within the last 12 months;
 - 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of one or more of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within paragraph 1.2 above; (iii) a corporation or partnership that falls within paragraph 1.3 above; and (iv) 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.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be

true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

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

2.1 Client agreement

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

2.2 Risk disclosures

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

2.3 Information about us

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

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq—Amex Pilot Program

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

2.7 Suitability

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

2.8 Investor characterisation/disclosure of sales related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of sales related information.

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

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

SIGNED by Zhichen Li
for and on behalf of
OneRobotics (Shenzhen) Co., Ltd.
(臥安機器人（深圳）股份有限公司)

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SIGNED by
Zhichen Li

} *Zhichen Li*

SIGNED by
Yang Pan

) Yang Pan

SIGNED by Zhichen Li)
for and on behalf of)
Wonder Innovation Technology (Shenzhen))
Partnership (Limited Partnership) (萬德創新)
科技(深圳)合夥企業(有限合夥))



SIGNED by Alex Lam
for and on behalf of
Guotai Junan Capital Limited

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A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line and a loop.

SIGNED by **Xu Yang**
for and on behalf of
Huatai Financial Holdings (Hong Kong)
Limited

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A handwritten signature in black ink, consisting of a stylized 'h' followed by a horizontal line.

SIGNED by Samuel Pan)
for and on behalf of)
Guotai Junan Securities (Hong Kong) Limited)



SIGNED by Samuel Pan)
for and on behalf of)
Guotai Junan Securities (Hong Kong) Limited)
as attorney for and on behalf of each of the)
other Hong Kong Underwriters)



SIGNED by Jing Jiang
for and on behalf of
Huatai Financial Holdings (Hong Kong)
Limited
as attorney for and on behalf of each of the
other Hong Kong Underwriters

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A handwritten signature in black ink, appearing to be 'Jing Jiang' in a stylized cursive script.