日期：2025 年 5 月 27 日

弥偿人

（定义见下文）

与

容大合众(厦门)科技集团股份公司（为其本身及作为附属公司（定义见下文）的受托人）

弥偿保证契约

本弥偿保证契约于 2025 年 5 月 27 日，由以下各方签订：

(1) 附表中载有其名称与地址的人士和公司（每个该等人士以下简称"**每个弥偿人**"，所有该等人士统称"**弥偿人**"）；及

(2) 容大合众(厦门)科技集团股份公司，为一家根据中国法律有效组建并存续的公司，其法定地址位于厦门市同安区同辉南路 88 号，统一社会信用代码为 91350206562839342 7（"**公司**"）为其本身及作为其附属公司的受托人（弥偿人与公司：分别及合称为"**当事方**"）

鉴于：

(A) 公司有意按照招股章程（见下文定义）中所载的公开发售及国际配售的方式（以下简称"**全球发售**"）发行境外上市外资股（以下简称"**H 股**"），并已申请在香港联合交易所有限公司（"**香港联交所**"）主板上市并进行交易。

(B) 所有弥偿人同意及承诺根据下列条款和条件共同和分别地给予集团（见下文定义）及集团内的每一个成员公司（以下简称"**集团成员**"）赔偿。

以兹为证，本契约达成下列内容：

1. 定义与解释

1.1 在本契约中，除非文中另有要求：

(a) 如果任何宽免或任何获得退税的权利发生任何损失、减少、变更、取消或被剥夺，则课税金额应视为已经包括该宽免或退税，或（如果更少）如果没有发生前述的损失、减少、变更、取消或被剥夺，集团或任何一个集团成员应由该宽免减轻的课税金额（但仅限于集团成员能够完全使用该宽免的程度），适用当时生效的税率或当时适用于该等宽免的税率或（若当时尚未确定税率）最终得知的税率，并假设集团或任何一个集团成员（视情况而定）拥有获得宽免所必需的充足利润；

(b) "**香港**"的引述指中国人民共和国香港特别行政区；

(c) "**索赔**"包括（不限于）由香港税务局或中国的税务机关（不论本地、市级、省级、中央或其它）或其代表机关，或香港、中国、英属维尔京群岛、开曼群岛或世界上任何其它地区（任何集团成员在该等地区有责任或可能有责任缴税，或被剥夺了寻求可使其获得税收宽免而需要承担因为缴税而遭受任何损失、取消或削减）的任何其他税务、海关、财政、法定或政府机关或权力机构，签发的任何主张、反诉、评估、通知、要求或其它文件；

(d) "**招股章程**"指公司为其 H 股在香港联交所主板上市而印发之招股章程；

(e) "**生效日**"指 H 股在香港联交所主板挂牌交易的首日；

(f) "**H 股**"指公司将发行的每股面值 1.00 人民币的境外上市外资股，均为普通股；

(g) "**中国**"指中华人民共和国（为本契约之目的，不包括香港、澳门特别行政区及台湾地区）；

(h) "**附属公司**"具备《香港联交所证券上市规则》（及其不时修订的版本）所界定涵义，公司的附属公司详情已载列于招股章程附录一"会计师报告"中；

(i) "**集团**"指公司及其附属公司；

(j) "**工作天**"指除星期六、星期天及香港法定假期之外的任何一天；

(k) "**宽免**"指在计算利润、货款或其他涉及任何课税付款时可得到的任何宽免、补贴、抵消、免除、减免或减除，或由全世界任何地方涉及课税的任何立法赋予或根据该立法，任何集团成员可得到的津贴；以及

(l) "**课税**"指：

(i) 任何或所用集团成员缴纳任何形式课税的任何义务，无论在世界任何地区产生或被施加，包括任何对利润或收入进行计算的税、任何对资本资产进行计算的税、利得税、暂缴利得税、利息税、个人所得税、物业税、土地增值税、所得税、继承税、赠与税、证券交易税、遗产税、死亡税、资本税、印花税、工资税、代扣税、捐税、增值税、关税、消费税和通常任何赋税、关税、征税、捐税或其他义务或应向世界任何地方的税收、海关或财政机关支付的金额；及

(ii) 所有花费、利益、罚金、罚款，收费和杂费开支或涉及任何(a)和(b)中所引述的开支或就(a)和(b)中所引述的任何金额的任何支付不能或任何迟延支付，包括在与集团成员或其任何一成员应付或承担的花费和开支相同的程度上，涉及任何主张的解决或法律程序的花费和开支。

1.2 本契约中，单数词包括复数形式，反之亦然；对主体的引述包括法人团体和非法人团体。

1.3 本契约中：仅为提供便利而制作标题并且其不应影响本契约的制定。

1.4 本契约制定中：

(a) 由词语"其它"引出的常用词不应因特定上下文而被赋予限制性含义；并且

(b) 常用词不应因特定上下文而被赋予限制性含义。

1.5 本契约的附表构成本契约重要组成部分并且任何对本契约的引述应包括对此附表的引述。

2. 条件

2.1 本契约经各方或其授权代表签署后即告成立并即告生效。

2.2 本契约于生效日生效，假如 H 股未能于承销协议（如招股章程中所定义）中指定的全球发售成为无条件之日或本契约当事方另行同意的日期前在香港联交所主板挂牌上市，则本契约自动终止，惟本第 6 条至第 11 条继续有效。

3. 赔偿

3.1 弥偿人特此同意并共同及个别承诺向集团及其附属公司赔偿，并无论何时均对其赔偿要求进行全额赔偿，以保证每名集团成员不会直接或间接因本次发行 H 股并在香港联交所上市日之前发生的以下原因而遭受任何资产的耗竭、减损、或债务的增加或任何的宽免的损失或减少：

(a) 任何集团成员由于或根据任何收入、利润、所得、交易、事件、事务或在有效期之前赢得的、获得的、得到的、开展的（或被认为应赢得、获得、得到后开展的）或发生的事项，集团成员支付或被要求支付的任何或全部税款金额；

(b) 任何集团成员因及/或就上市或之前本集团任何或所有成员公司违反、未能遵守、延迟遵守《公司条例》或全球任何其他适用法律的条文或在企业或监管合规方面出现瑕疵，及/或因及/或就上市或之前任何时间任何集团成员因集团成员的任何行为发出、应计及/或产生或针对集团成员发出、应计及/或产生的所有诉讼、仲裁、申索（包括反反诉）、法律行动、投诉、要求、判决及/或法律程序，可能直接或间接因集团成员的行为而招致或遭受、应计的所有损失、付款、收费、和解费、成本（包括法律成本及其他按全额弥偿基准的专业成本）、负债、损害赔偿、收费、费用、罚款或开支；

(c) 倘任何集团成员因该纠纷（如招股章程中 “业务-法律及合规-与 A 先生的刑事调查有关的民事程序” 所定义）或该纠纷有关而招致或蒙受的损失、成本、费用、损害或其他负债超过人民币 9.4 百万元（即中国法律顾问（如招股章程中所定义）所告知集团可能承担的最高金额）的金额；及

(d) 补偿任何集团成员因未能根据相关中国法律和法规的规定为缴纳社会保险和住房公积金供款不合规而产生的任何索偿、费用、罚款和其他责任。

4. 限制

4.1 弥偿人在下列情形下不承担任何赔偿义务：

(a) 公司及其附属公司的审计综合帐目或有关集团成员截至 2022 年、2023 年、2024 年 12 月 31 日止年度的审计帐目（下称"**账目**"）中已经就相关赔偿事项提供足够的准备/计提。

(b) 任何集团成员公司于上市或之后产生的税项或税项负债，惟原应不会产生，却因公司或任何集团成员并无经弥偿人的事先书面同意或协议而进行的任何行动或疏忽或自愿进行的交易（不论单独或连同若干其他行动、疏忽或交易，不论何时发生）而产生的税项或负债除外，不包括下列情况的任何有关行动、疏忽或交易：

(i) 于上市或之前在日常业务过程中或日常收购及出售资本资产的过程中进行或实行者；或

(ii) 根据于上市或之前所设立具法律约束力的承担而进行、作出或订立者；或

(iii) 包含于上市或之前就任何税项事宜不再为或被视作不再为集团成员的任何集团成员；或

(c) 因于弥偿保证契据日期后生效的法律或法规出现的任何追溯变动或于弥偿保证契据日期后生效的税率的任何追溯增加所引致或因此产生或因税率增加或其他处罚而增加的税项或税项负债；或

(d) 就本集团于截至 2022 年、2023 年及 2024 年 12 月 31 日止年度/期间各年的经审核账目内的税项作出任何拨备或储备，而最终被公司可接受的会计师事务所证明为超额拨备或过剩储备，则弥偿人就有关税项所承担的责任（如有）应减少不超过该超额拨备或过剩储备的金额；或

(e) 任何集团成员须就或因上市后在日常业务过程中或日常收购及出售资本资产的过程中发生的任何事件或赚取、应计或收取或声称已赚取、应计或收取的收入、利润或收益或进行的交易承担责任。

5. 索赔

5.1 就任何索赔，公司应按照本契约第 8 条中规定的方式在合理可执行时间内尽快向弥偿人发出或促使他人向弥偿人发出通知，惟该等通知义务不得作为弥偿人履行其赔偿责任的前提条件。

5.2 根据本契约：弥偿人因公司作出赔偿应支付或应由除公司应收取的总金额应当是总额，包括因集团成员收取赔偿所衍生的课税，在法律要求任何减免或扣除的情况下，或者根据本契约弥偿人应作出或应由集团成员收取的付款需要课税，那么弥偿人应当向集团成员支付前述额外款项，以此来保证在经过所有的减免、扣除或减去应课税款之后的赔款总额相当于公司或其他集团成员应当收取且未经任何减免、扣除或不需课税的赔偿金额；且除本第 5.2 项所述情况外，该付款不得有任何形式的减免或扣除。

5.3 弥偿人据本契约应作出的付款包含未付课税款的利息；但该利息责任是由于集团成员的重大过失或故意造成的除外。

5.4 在弥偿人根据本契约的约定向公司全数支付索赔金额之后，如果任何集团成员收到任何索偿或课税款的全额或部分退款，那么公司应按照扣除(i)因追讨该等退款而支付或合理保持或遭受的任何成本、费用及开销，以及(ii)可能由于该退款而遭受或引起的额外税款后的余额，向弥偿人进行返还。

5.5 公司可以就弥偿人在本契约下的责任作出全部或部分的放弃或让步；或者在其理性的判断下，准予延期或其它豁免，但不影响弥偿人在本契约下的任何责任或弥偿人的其它责任。除公司出具明确的书面同意外，概不得豁免或不追究弥偿人对本契约下任何条款的违反。

6. 弥偿人的保证

每个弥偿人在此向公司声明并保证：

(a) 其拥有完整的权力订立及履行本契约，且本契约根据其条款构成对弥偿人有效及有约束力的义务。

(b) 本契约的签署及交付，及弥偿人对本契约项下义务的履行，均不违反其组织章程或章程性文件的任何条款。

7. 开支和费用

本契约各当事方应各自支付其因进行本契约的协商、准备和执行所花费的专业费用、成本及开支。

8. 通知

8.1 根据本契约发出的任何通知都应当以书面形式作出，并按下列地址（或收件人提前五个工作天以书面形式通知其他当事人的其它地址）向收件人发出即视为送达：

向公司：

地址： 厦门市同安区同辉南路 88 号
收件人： 公司董事会

按附表所列的姓名相应的地址（或收件人提前五个工作天以书面形式通知其他当事人的其它地址）向各弥偿人发出即视为送达。

8.2 如果通过邮局寄送则前述通知，在有关通知寄出之后的第二个工作天视为送达。

9. 一般事项

9.1 弥偿人向公司保证，其将按要求完成为使本契约条款生效或具有法律效力所需的活动和事项，并执行因此而必需订立的所有契约和文件。

9.2 本契约在弥偿人、集团成员及其法定代表人、法定继承人和承让人之间产生约束力，并将确保其利益。

9.3 本契约代表了所有当事人或其中任何的当事人就与本契约有关的事项达成的全部协议及共识。同时，本契约取代并取消当事人就与本契约有关的事项先前所订立的任何其他契约、意愿书、往来信件、共识、协定或承诺（如有）。

9.4 本契约可由各当事方在多个单独副本上签署有效，各副本对执行任何副本的当事人均具有约束力，所有经签署的副本共同组成一份完整签署的契约。

9.5 如果公司或任何其它集团成员未能或延迟行使其根据本契约应行使的权利、权力、所有权或宽免，上述权利不可视为无效；如果公司或其它集团成员的任何人单独或部分行使任何权利、权力、所有权或宽免，亦不得排除其进一步行使这些权利或行使其它的权利、权力、所有权或采取宽免。本契约所规定的权利和宽免是可累积的，且对法定的权利和宽免手段不具有排他性。如果本契约的任何条款在任何情形下被认为或成为非法、无效或在任何方面不具执行力，则本契约下的其他条款在合法性、有效性和执行力上不得受此影响也不会因此而削弱。

10. 转让

10.1 弥偿人不得也不应试图将其在本契约下的任何权利或义务（弥偿人在本契约下的所有权利和义务都是不可转让的）转让给其它人。

10.2 每位集团成员都可将其在本契约下的权利或收益全部或部分的转让出去，任何承让人都可以集团成员在本契约下的名义行使对抗弥偿人的权力（并获得基于本契约下的权利而产生的收益）。

11. 适用法律

本契约适用中国（为本协议之目的，不包含香港特别行政区、澳门特别行政区和台湾地区）法律管辖并按其解释。就与本契约的内容和履行有关的任何争议，各方当事人应首先通过友好协商的方式解决，若遇无法协商解决的争议，各方当事人均可向有管辖权的人民法院提起诉讼。

12. 文字和文本

本契约签订正本一式六份，各签约方各持一份。

附表

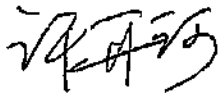
弥偿人

姓名	护照号码（自然人）/统一社会信用证代码（公司）	通讯地址
许开明	中华人民共和国护照号码：EB4137362	中国福建省厦门市湖里区梧桐西路115号1304室
许开河	中华人民共和国护照号码：EB3173511	中国福建省厦门市思明区长青路78号401室
厦门容信投资有限公司	91350206MA2YMATL5W	厦门市湖里区梧桐西路115号1304室
厦门高立众成投资合伙企业(有限合伙)	91350203MA3299L018	厦门市同安区同辉南路88-1号7层之六
厦门高立合众投资合伙企业(有限合伙)	91350203MA2YQ4R066	厦门市同安区同辉南路88-1号7层之五

兹证明弥偿人和公司已于前文首页所载的年份和日期订立了本契约。

弥偿人

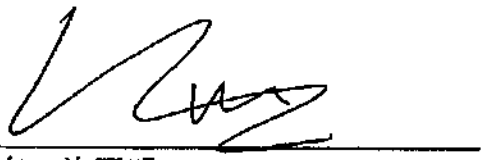
此致，



姓名：许开河

职位：执行董事

此致，



姓名：许开明
职位：执行董事

Xiamen Rongxin Investment Co., Ltd.*
（廈門容信投資有限公司）

姓名：许开明
职位：执行董事

Xiamen Gaoli Hezhong Investment Partnership (Limited Partnership)*
(廈門高立合眾投資合夥企業(有限合夥))



姓名：许开明
职位：执行事务合伙人

Xiamen Gaoli Zhongcheng Investment Partnership (Limited Partnership)*
(廈門高立眾成投資合夥企業(有限合夥))

许开河

姓名：许开河
职位：执行事务合伙人

Execution Version

DATED 29 May 2025

RONGTA TECHNOLOGY (XIAMEN) GROUP CO., LTD.
容大合眾(廈門)科技集團股份公司

THE WARRANTING DIRECTORS
(as defined herein)

THE WARRANTING SHAREHOLDERS
(as defined herein)

YUE XIU CAPITAL LIMITED

YUE XIU SECURITIES COMPANY LIMITED

THE HONG KONG UNDERWRITERS
(as defined herein)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 1,840,000 H Shares in the share capital of

Rongta Technology (Xiamen) Group Co., Ltd.
容大合眾(廈門)科技集團股份公司

being part of a global offering of initially 18,400,000 H Shares (subject to the Over-Allotment Option)

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THIS AGREEMENT is made on 29 May 2025

AMONG:

(1) **RONGTA TECHNOLOGY (XIAMEN) GROUP CO., LTD. 容大合眾(廈門)科技集團股份公司**, a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is at Rongda Science and Technology Park, No.88 Tonghui South Road, Tong'an District, Xiamen, Fujian Province, the PRC (the "**Company**");

(2) **THE PERSONS** whose names and addresses are set out in **Part A of Schedule 1** (the "**Warranting Directors**" and a "**Warranting Director**" means any one of them);

(3) **THE PERSONS** whose names and addresses are set out in **Part B of Schedule 1** (the "**Warranting Shareholders**" and a "**Warranting Shareholder**" means any one of them);

(4) **YUE XIU CAPITAL LIMITED** of Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**");

(5) **YUE XIU SECURITIES COMPANY LIMITED** of Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**" and the "**Sole Global Coordinator**"); and

(6) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in **Schedule 2** (the "**Hong Kong Underwriters**" and a "**Hong Kong Underwriter**" means any one of them).

RECITALS:

(A) The Company is a joint stock company incorporated in the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of RMB76,333,000 divided into 76,333,000 Shares with a nominal value of RMB1.00 each.

(B) Upon the completion of the Global Offering (as defined below), the Company will have a registered share capital of RMB94,733,000, comprising of nil Domestic Shares and 94,733,000 H Shares with a nominal value of RMB1.00 each.

(C) As at the date of this Agreement, the Warranting Shareholders, directly or indirectly, are interested in 71,028,228 Domestic Shares, representing approximately 93.05% of the issued share capital of the Company. Immediately following the completion of the Global Offering (assuming the Over-Allotment Option (as defined below) is not exercised), the Warranting Shareholders will be interested in approximately 74.98% of the total issued share capital of the Company.

(D) The Company proposes to conduct the Global Offering, pursuant to which it will offer and sell the H Shares to the public in Hong Kong in the Hong Kong Public Offering (as defined below).

(E) Yue Xiu Securities Company Limited is acting as the Overall Coordinator and the Sole Global Coordinator of the Global Offering.

(F) In conjunction with the Global Offering, Yue Xiu Capital Limited is acting as the Sole Sponsor in relation to the Company's listing application and it made applications on behalf of the Company to the Listing Division of the Stock Exchange for the listing of, and permission to deal in, the H Shares (including any additional H Shares that may be issued pursuant to the exercise of the Over-Allotment Option) on the Main Board of the Stock Exchange on 19 April 2024 and 16 January 2025, respectively.

(G) The Company submitted the required filing documents with the CSRC on 24 April 2024. On 5 February 2025, the CSRC issued the notification on completion of the filing procedures for the Listing (as defined below) and the Global Offering.

(H) (i) Yue Xiu Securities Company Limited, ABCI Capital Limited, BOCI Asia Limited, CCB International Capital Limited, CMB International Capital Limited, CMBC Securities Company Limited, Huafu International Securities, Livermore Holdings Limited, Patrons Securities Limited and Zhongtai International Securities Limited are acting as the the Joint Bookrunners; and (ii) Yue Xiu Securities Company Limited, ABCI Securities Company Limited, BOCI Asia Limited, CCB International Capital Limited, CMB International Capital Limited, CMBC Securities Company Limited, Huafu International Securities, Livermore Holdings Limited, Patrons Securities Limited and Zhongtai International Securities Limited are acting as the Joint Lead Managers in respect of the Global Offering.

(I) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions of this Agreement.

(J) Each of the Warrantors (as defined below) has agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries.

(K) The Company has appointed Tricor Investor Services Limited to act as its H Share Registrar and transfer agent for the H Shares.

(L) The Company has appointed CMB Wing Lung Bank Limited as the main receiving bank and Bank of China (Hong Kong) Limited as the sub-receiving bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the main nominee and Bank of China (Hong Kong) Nominees Limited as the sub-nominee to hold the application monies under the Hong Kong Public Offering.

(M) The Company, the Warranting Directors, the Warranting Shareholders, the Sole Sponsor, the Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the International Underwriters and the Capital Market Intermediaries intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(N) The Company is expected to grant to the International Underwriters the Over-Allotment Option, exercisable by the Overall Coordinator (for itself and on behalf of the International Underwriters) at its sole and absolute discretion, to require the Company to allot and issue up to an additional 2,760,000 H Shares, representing 15% of the Offer Shares initially available under the Global Offering, subject to and on the terms of the International Underwriting Agreement.

(O) At a meeting of the Board held on 23 May 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and any authorised person by the board of Directors was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

"**Acceptance Date**" means 5 June 2025, being the date on which the Application Lists close in accordance with the provisions of **Clause 4.4**;

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

"**Admission**" means the grant by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange (including any additional H Shares that may be issued pursuant to any exercise of the Over-Allotment Option);

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

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

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

"**Application Proof**" means the application proof of the prospectus of the Company posted on the Stock Exchange's website at **http://www.hkexnews.hk** on 16 January 2025 and;

"**Approvals and Filings**" means any approvals, licences, consents, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings;

"**Articles of Association**" means the amended articles of association of the Company conditionally adopted on 23 May 2025 with effect from the Listing Date, and as amended from time to time;

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

"**Banking Ordinance**" means the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Board**" means the board of directors of the Company;

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

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday) in Hong Kong on which banks in Hong Kong are open generally for normal banking business to the public;

"**Capital Market Intermediaries**" means Yue Xiu Securities Company Limited, ABCI Capital Limited, ABCI Securities Company Limited, BOCI Asia Limited, CCB International Capital Limited, CMB International Capital Limited, CMBC Securities Company Limited, Huafu International Securities Limited, Livermore Holdings Limited, Patrons Securities Limited, Zhongtai International Securities Limited, and other non-syndicate capital market intermediaries;

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC;

"**CMI Mandate(s)**" has the meaning ascribed to it in **Clause 17.7**;

"**Code**" has the meaning ascribed to it in **Clause 3.9**;

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

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

"**Company's Solicitors**" means Jingtian & Gongcheng LLP, the legal advisers to the Company as to Hong Kong law;"**Conditions**" means the conditions precedent set out in **Clause 2.1**;

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

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

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

"**Controlled Entities**" has the meaning ascribed to it in **Clause 9.3.1**;

"**Cornerstone Investment Agreements**" means the several cornerstone investment agreements entered into by, among others, the Company, the Sole Sponsor, the Overall Coordinator and the several cornerstone investors as described in the section headed "Cornerstone Investors" in the Hong Kong Prospectus;

"**CSRC**" means the China Securities Regulatory Commission of the PRC;

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

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

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on 24 April 2024 pursuant to Article 13 of the CSRC Filing Rules;

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

"**CSRC Rules**" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" of the Hong Kong Prospectus;

"**Disclosure Package**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**Domestic Share(s)**" means ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are subscribed for and paid up in Renminbi by PRC nationals and/or PRC-incorporated entities and are unlisted Shares which are currently not listed or traded on any stock exchange;

"**Encumbrance**" means 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, grant or otherwise transfer or dispose of or create an pledge, charge, lien, mortgage, option, restriction, right of first refusal, 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;

"**Extreme Conditions**" means extreme conditions caused by a super typhoon as announced by the government of Hong Kong;

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

"**FINI Agreement**" means the FINI agreement dated 28 May 2025 entered into between the Company and the HKSCC;

"**First Six-Month Period**" has the meaning ascribed to it in **Clause 9.1**;

"**Fixed Fee**" has the meaning ascribed to it in **Clause 6.3**;

"**Formal Notice**" means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Group**" means the Company and its subsidiaries and the expression "**member of the Group**" shall be construed accordingly;

"**Group Company**" means any group member of the Group;

"**H Share(s)**" means overseas listed foreign invested ordinary share(s) in the ordinary share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for the granting of listing and permission to deal in on the Stock Exchange (including the H Shares which may be issued pursuant to the Over-Allotment Option);

"**H Share Registrar**" means Tricor Investor Services Limited;

"**HK eIPO White Form**" means the application of the Hong Kong Offer Shares to be issued in the applicant's own name by submitting applications online through the designated website at www.hkeipo.hk, as provided for and disclosed in the Hong Kong Prospectus;

"**HK eIPO White Form Provider**" means the HK eIPO White Form service provider designated by the Company, as specified on the designated website at www.hkeipo.hk;

"**HK$**" or "**Hong Kong dollars**" means Hong Kong dollars, the lawful currency of Hong Kong;

"**HKIAC**" has the meaning ascribed to it in **Clause 16.2**;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

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

"**Hong Kong Offer Shares**" means 1,840,000 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in **Clauses 2.6**, **4.11** and **4.12**, as applicable;

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

"**Hong Kong Prospectus Date**" means the date of issue of the Hong Kong Prospectus, which is expected to be on 30 May 2025;

"**Hong Kong Public Offering**" means the offering of the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Applications**" means valid applications for the Hong Kong Offer Shares made in compliance with the terms of the Hong Kong

Public Offering Documents, including for the avoidance of doubt the Hong Kong Underwriters' Applications;

"**Hong Kong Public Offering Documents**" means the Application Proof, the PHIP, the Hong Kong Prospectus and the Formal Notice;

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

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

"**Hong Kong Public Offering Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in **Schedule 2** to the aggregate number of Hong Kong Offer Shares determined after taking into account any reallocation pursuant to **Clauses 2.6, 4.11** and **4.12**, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter;

"**Hong Kong Underwriters**" means the persons set forth in **Schedule 2**;

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

"**Incentive Fee**" has the meaning ascribed to it in **Clause 6.2**;

"**Indemnified Parties**" means (i) the Sole Sponsor, the Underwriting Parties; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in **Clause 3.8**; (iii) their respective directors, officers, members, employees and agents; (iv) all directors, officers, members, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates directly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and "**Indemnified Party**" means any of them;

"**Indemnifying Parties**" has the meaning ascribed to it in **Clauses 12.1** or **12.2**, as the case may be;

"**Industry Consultant**" means Frost & Sullivan, the independent industry consultant for the Company;

"**Internal Control Consultant**" means PricewaterhouseCoopers Management Consulting (Shanghai) Limited, the internal control consultant to the Company;

"**International Offering**" means the conditional offering of the International Offer Shares by the International Underwriters at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, upon and subject to the terms and conditions of the International Underwriting Agreement;

"**International Offering Full or Over-subscription**" has the meaning ascribed to it in **Clause 4.11.2**;

"**International Offer Shares**" means 16,560,000 H Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares;

"**International Offering Underwriting Commitment**" means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-Allotment Option;

"**International Underwriters**" means the persons named as such in the International Underwriting Agreement;

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering to be entered into between the Company, the Warranting Directors, the Warranting Shareholders, the Sole Sponsor, the Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers and the International Underwriters;

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

"**Joint Bookrunners**" means Yue Xiu Securities Company Limited, ABCI Capital Limited, BOCI Asia Limited, CCB International Capital Limited, CMB International Capital Limited, CMBC Securities Company Limited, Huafu International Securities Limited, Livermore Holdings Limited, Patrons Securities Limited and Zhongtai International Securities Limited, being the joint bookrunners of the Global Offering;

"**Joint Lead Managers**" means Yue Xiu Securities Company Limited, ABCI Securities Company Limited, BOCI Asia Limited, CCB International Capital Limited, CMB International Capital Limited, CMBC Securities Company Limited, Huafu International Securities Limited, Livermore Holdings Limited, Patrons Securities Limited and Zhongtai International Securities Limited, being the joint lead managers of the Global Offering;

"**judgement currency**" has the meaning ascribed to it in **Clause 17.10**;

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

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange (which is expected to be on 10 June 2025);

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the listing decisions, guidelines (including but not limited to the Guide for New Listing Applicants published by the Stock Exchange), guidance letters, and other requirements of the Stock Exchange;

"**Loss(es)**" has the meaning ascribed to it in **Clause 12.1**;

"**Material Adverse Change**" means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group, taken as a whole, whether or not arising in the ordinary course of business;

"**Material Adverse Effect**" means a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group taken as a whole, whether or not arising in the ordinary course of business;

"**Nominees**" means CMB Wing Lung (Nominees) Limited and Bank of China (Hong Kong) Nominees Limited;

"**OC Announcement**" means the announcement dated 16 January 2025 setting out the name of the Overall Coordinator appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"**Offer Price**" means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) at which the Offer Shares are to be purchased under the Global Offering, to be determined in accordance with **Clause 2.5**;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares, collectively, and where relevant, the Option Shares;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the Disclosure Package and any other documents issued, given or used in connection with the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto;

"**Operative Documents**" means the documents set out in the paragraphs under "Appendix VII – Statutory and General Information B. Further information about our business - 1. Summary of material contracts" to the Hong Kong Prospectus, the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement and Cornerstone Investment Agreements;

"**Option Shares**" means up to 2,760,000 additional H Shares to be issued by the Company pursuant to the Over-Allotment Option at the Offer Price;

"**Overall Coordinator**" means Yue Xiu Securities Company Limited;

"**Over-Allotment Option**" means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Overall Coordinator on behalf of the International Underwriters severally, and not jointly or jointly and severally, pursuant to which the Company is required to allot and issue up to an aggregate of 2,760,000 additional H Shares as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement;

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange's website at **www.hkexnews.hk** on 28 May 2025;

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

"**Price Determination Agreement**" means the agreement in agreed form to be entered into between the Company and the Overall Coordinator (for itself and on behalf of the other Underwriters) on the Price Determination Date to record the Offer Price;

"**Price Determination Date**" means the date on which the Offer Price is fixed for the purpose of the Global Offering in accordance with **Clause 2.5**, which is expected to be on or before 12:00 noon on 6 June 2025;

"**Proceedings**" has the meaning ascribed to it in **Clause 12.1**;

"**rate of exchange**" has the meaning ascribed to it in **Clause 17.10**;

"**Receiving Banks**" means CMB Wing Lung Bank Limited and Bank of China (Hong Kong) Limited;

"**Receiving Bank Agreement**" means the agreement dated 28 May 2025 entered into between the Company, the Receiving Banks, the Sole Sponsor, the Overall Coordinator, the Nominees and the H Share Registrar;

"**Registrar Agreement**" means the agreement dated 27 May 2025 entered into between the Company and the H Share Registrar;

"**Related Public Information**" has the meaning ascribed to it in **Clause 12.1.1**;

"**Relevant Documents**" has the meaning ascribed to it in **Clause 11.1.1(i)**;

"**Relevant Securities**" has the meaning ascribed to it in **Clause 9.3.1(i)**;

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

"**Reporting Accountant**" means PricewaterhouseCoopers;

"**Rules**" has the meaning ascribed to it in **Clause 16.2**;

"**Second Six-Month Period**" has the meaning ascribed to it in **Clause 9.1**;

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

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

"**SFC**" means the Securities and Futures Commission of Hong Kong;

"**Shares**" means ordinary shares in the capital of our Company with a nominal value of RMB1.00 each, comprising Domestic Share(s) and H Share(s);

"**Specific Jurisdictions**" has the meaning ascribed to it in **Clause 11.1.2(iv)**;

"**Sole Sponsor**" means Yue Xiu Capital Limited;

"**Stabilising Manager**" has the meaning ascribed to it in **Clause 7.1**;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**Supervisors**" means the supervisors of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" of the Hong Kong Prospectus";

"**subsidiaries**" means the subsidiaries of the Company within the meaning of the Companies Ordinance, including without limitation, the companies named in Appendix I to the Hong Kong Prospectus as subsidiaries of the Company, and "**subsidiary**" means any one of them;

"**Taxation**" or "**Taxes**" means all forms of taxation, present or future, 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, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC 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;

"**Termination Time**" has the meaning ascribed to it in **Clause 11.1**;

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

"**Transaction Levies**" means the SFC transaction levy at the rate of 0.0027% of the Offer Price and AFRC transaction levy at the rate of 0.00015%;

"**Underwriters**" means the Hong Kong Underwriters and the International Underwriters;

"**Underwriters' Solicitors**" means DeHeng Law Offices (Hong Kong) LLP, the legal advisers to the Sole Sponsor and the Underwriters as to Hong Kong law;

"**Underwriting Commission**" has the meaning ascribed to it in **Clause 6.1**;

"**Underwriting Parties**" means the Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters;

"**Unsold Hong Kong Offer Shares**" has the meaning ascribed to it in **Clause 4.6**;

"**US**" or "**United States**" means the United States of America;

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

"**Warranties**" means the representations, warranties, agreements and undertakings of (a) the Warrantors as set out in **Part A** of **Schedule 3,** and (b) the Warranting Shareholders as set out in **Part B** of **Schedule 3**;

"**Warranting Shareholders**" has the meaning ascribed to it in **Part B of Schedule 1**; and

"**Warrantors**" means the Company, the Warranting Directors and the Warranting Shareholders; and

"**Yue Xiu Mandate**" means the engagement letter dated 2 January 2024, as amended and supplemented by the supplemental engagement letter dated 31 March 2025, entered into among the Company, the Sole Sponsor and the Overall Coordinator regarding the appointment of the sole sponsor and the overall coordinator in connection with the Company's listing application and the Global Offering.

1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

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

1.4 **References:** Except where the context otherwise requires, in this Agreement:

1.4.1 references to "**Clauses**", "**Recitals**" and "**Schedules**" are to clauses of and recitals and schedules to this Agreement;

1.4.2 whenever the words "**include**," "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**";

1.4.3 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.4 the term "**or**," is not exclusive;

1.4.5 references to "**persons**" shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);

1.4.6 the terms "**purchase**" and "**purchaser**", when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;

1.4.7 the terms "**sell**" and "**sale**", when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;

1.4.8 references to a "**subsidiary**" or "**holding company**" shall be the same as defined section 15 and section 13 of the Companies Ordinance;

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

1.4.10 references to a document being "**in agreed form**" shall mean such document in a form agreed between the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters) or identified as such by way of exchange of emails between (a) the Company's Solicitors on behalf of the Company; and (b) the Underwriters' Solicitors on behalf of the Sole Sponsor and the Overall Coordinator;

1.4.11 references to "**certified true copies**" mean copies certified as true copies by a Director or the secretary of the Company or the counsel for the Company and a "**certified true copy**" means any one of such copies;

1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;

1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;

1.4.14 references to one gender shall include the other genders; and

1.4.15 references to the singular shall include the plural and *vice versa*.

2 CONDITIONS

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied, or where applicable, waived (to the extent permissible under the applicable Laws):

2.1.1 The Sole Sponsor and the Overall Coordinator (for itself and on behalf of the other Underwriters) receiving from the Company's Solicitors (on behalf of the Company) (i) the Conditions Precedent Documents as set out in **Part A** of **Schedule 4** not later than 7:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date, and (ii) the Conditions Precedent Documents as set out in **Part B** of **Schedule 4** not later than 7:00 p.m. on the Business Day immediately before the Listing Date, or such later time and/or date as the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the other Underwriters) may agree;

2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C of the Companies (WUMP) Ordinance, not later than 6:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the Stock Exchange;

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

2.1.5 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;

2.1.6 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinator (for itself and on behalf of the Underwriters), on the Price Determination Date in accordance with **Clause 2.5** and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;

2.1.7 the execution and delivery of the International Underwriting Agreement on or before the Price Determination Date, and the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the conditions therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been subsequently terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.8 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that (i) the approval for the listing of the H Shares having been granted by the relevant PRC regulatory authorities, including the CSRC; and (ii) all waivers as

stated in the Hong Kong Prospectus to be granted by the Stock Exchange are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;

2.1.9 the Warranties being true, accurate, complete and not misleading in all material respect on and as of the dates and times specified in **Clause 8.2** (as though they had been given and made on such date by references to the facts and circumstances then subsisting);

2.1.10 no material adverse change or prospective change in the earnings, results of operations, business, business prospects, financial or trading position, conditions or prospects of any member of the Group (including any litigation or claim of any third party being threatened or instigated against any member of the Group) having developed, occurred, existed or come into force; and

2.1.11 each of the Warrantors having complied with its obligations and conditions under this Agreement (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.

2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Sole Sponsor and the Underwriting Parties to procure the fulfilment of the Conditions (provided that nothing in this **Clause 2.2** shall require the Warrantors to procure the fulfilment of such conditions by the Sole Sponsor, the Underwriting Parties and their counsels) on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor, the Overall Coordinator (for itself and on behalf of the Underwriters), the CSRC, the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the listing of the H Shares on the Stock Exchange and the fulfilment of such Conditions on or before the relevant time or date specified therefor.

2.3 **Extension:** The Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions are required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Sole Sponsor and the Overall Coordinator may determine (in which case the Sole Sponsor and the Overall Coordinator shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and the Overall Coordinator to the other

parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in **Clause 2.1.1** only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.

2.4 **Conditions not satisfied:** Without prejudice to **Clauses 2.3** and **11**, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of **Clause 11.2** shall apply.

2.5 **Determination of Offer Price:** The Company and the Overall Coordinator (for itself and on behalf of the other Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinator (for itself and on behalf of the Underwriters) reach agreement on the Offer Price on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on 6 June 2025 and no extension is granted by the Sole Sponsor and the Overall Coordinator pursuant to **Clause 2.3**, the provisions of **Clause 2.4** shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinator) hereby authorises the Overall Coordinator to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinator may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Overall Coordinator (for itself and on behalf of the other 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 prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range below that stated in the Hong Kong 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 and, in any event, not later than the morning of the Acceptance Date, (i) cause an announcement to be published on the websites of the Company at **https://www.rongtatech.cn/** and the Stock Exchange at **www.hkexnews.hk**, (ii) cancel the Global Offering and relaunch the Global Offering at the revised number of Offer Shares and/or the revised Offer Price range and comply with the requirements under Rule 11.13 of the Listing Rules and cause such supplemental offering documents as may be required by the relevant Laws or

Authority to be published in such manner as the relevant Laws or Authority may require, and (iii) comply with all Laws applicable to that reduction.

Upon issue of such announcement and supplemental prospectus (as appropriate), the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Overall Coordinator (for itself and on behalf of the other Underwriters) and the Company, will be fixed within such revised range.

2.7 **No waiver in certain circumstances.** The Sole Sponsor's, the Overall Coordinator's, the Sole Global Coordinator's, the Joint Bookrunners', the Joint Lead Managers', the Hong Kong Underwriters' or the Capital Market Intermediaries' consent to or knowledge of any amendments or supplements to the Offering Documents subsequent to their respective issue or distribution shall not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

3 APPOINTMENTS

3.1 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Yue Xiu Capital Limited to act as the sole sponsor in connection with the listing of the H Shares on the Stock Exchange in accordance with the terms and conditions of the Yue Xiu Mandate, and Yue Xiu Capital Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor is in addition to the terms and conditions stipulated in the Yue Xiu Mandate, which shall continue to be in full force and effect.

3.2 **Overall Coordinator and Sole Global Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Yue Xiu Securities Company Limited as the overall coordinator and the sole global coordinator of the Global Offering in accordance with the terms and conditions of the Yue Xiu Mandate, and Yue Xiu Securities Company Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of Yue Xiu Securities Company Limited is in addition to the terms and conditions stipulated in the Yue Xiu Mandate, which shall continue to be in full force and effect.

3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners to act as the joint bookrunners of the Global Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

3.4 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers to act as the joint lead managers of the Global Offering, and each of the Joint Lead Managers relying on the Warranties and subject to the terms and conditions of

this Agreement, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

3.5 **Capital Market Intermediaries:** The Company confirms and acknowledges its appointment, to the exclusion of all others, of the syndicate Capital Market Intermediaries to act as the capital market intermediaries of the Global Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

3.6 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and as agents of the Company, to procure applications for the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

3.7 **Delegation:** Each appointment referred to in **Clauses 3.1** to **3.6** is made on the basis, and on terms, that each appointee (the "**delegating appointee**") is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person (the "**delegated appointee**"); provided that such delegated appointee is permitted by applicable Laws to discharge the duties conferred upon them and each delegating appointee under this Clause shall remain liable for all acts and omissions of the delegated appointee in respect of the work delegated pursuant to this Agreement.

3.8 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that as between the Company and that Hong Kong Underwriter only, the relevant Hong Kong Underwriter shall remain liable for all acts and omissions of the relevant sub-underwriters with whom it has entered into sub-underwriting agreements and no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter and shall not be for the account of the Company.

3.9 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under **Clauses 3.1** to **3.6** confer on each of the appointees and their respective delegates under **Clause 3.7** all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, overall coordinator, global coordinator, bookrunner, lead manager, Hong Kong Underwriter or capital market intermediary (as the case may be) and hereby

agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company further acknowledges and agrees that each of the Sole Sponsor is acting in the capacity as a sponsor subject to the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**"), and therefore the Sole Sponsor only owe certain regulatory duties to the CSRC, the Stock Exchange and the SFC but such regulatory duties are not owed to any other party including the Company.

3.10 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that (i) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering; (ii) the Overall Coordinator, in its role as such, is acting solely as the overall coordinator of the Global Offering; (iii) the Sole Global Coordinator, in its role as such, is acting solely as global coordinator of the Global Offering; (iv) the Sole Sponsor, in its role as such, is acting solely as sole sponsor in connection with the listing of the H Shares on the Stock Exchange; (v) the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Global Offering; (vi) the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Global Offering; and (vii) the Capital Market Intermediaries, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering.

Each of the Warrantors further acknowledges that the Underwriting Parties and the Sole Sponsor are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Underwriting Parties or the Sole Sponsor, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Underwriting Parties or the Sole Sponsor, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Stock Exchange, either before or after the date hereof.

The Underwriting Parties and the Sole Sponsor hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions, and each of the Warrantors hereby confirms its understanding and agreement to that effect (irrespective of whether any of the Underwriting Parties and the Sole Sponsor have advised or are currently advising the Warrantors or any of them on other matters). The Warrantors, on the one hand, and the Underwriting Parties or the Sole Sponsor, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Underwriting Parties or the Sole Sponsor, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Underwriting Parties or the Sole Sponsor, as applicable, on the other hand, agree that the Underwriting Parties or the Sole Sponsor, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Overall Coordinator, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levies as set forth in **Clause 5.4**, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in **Clause 4.6**) nor the fiduciary or adviser of any of the Warrantors, and none of the Underwriting Parties and the Sole Sponsor has assumed, and will assume, any fiduciary, agency or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Underwriting Parties and the Sole Sponsor has advised or is currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Underwriting Parties and the Sole Sponsor are not advising the Warrantors, their respective directors, supervisors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Underwriting Parties, the Sole Sponsor and their respective directors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Underwriting Parties and the Sole Sponsor of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Underwriting Parties and the Sole Sponsor and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Underwriting Parties and the Sole Sponsor and their respective affiliates may be engaged in a broad range of transactions that involve interests that are different from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Underwriting Parties and the Sole Sponsor with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions.

3.11 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement to the contrary, none of the Sole Sponsor, the Underwriting Parties and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Underwriting Parties or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any omission of information from any Offering Documents, or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading;

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

3.11.3 any of the matters referred to in Clauses 12.1.1 to 12.1.3,

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

3.12 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under **Clauses 3.1** to **3.6**, as applicable, or by any of the delegates under **Clause 3.7** of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilisation activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under **Clauses 3.1** to **3.6** or their respective delegates under **Clause 3.7**. The obligations of the appointees hereunder are several (and not joint or joint and several). Save as provided in **Clause 3.7**, none of the appointees under **Clauses 3.1** to **3.6** will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under **Clauses 3.1** to **3.6** shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

4 THE HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levies) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or the Company's Solicitors on the Company's behalf, the Company shall cause, the Formal Notice to be published on the official website of the Stock Exchange at **www.hkexnews.hk** and on the website of the Company at

https://www.rongtatech.cn/ (or such other publications and/or day(s) as may be agreed by the Company and the Sole Sponsor). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the Stock Exchange at **www.hkexnews.hk** and on the website of the Company at **https://www.rongtatech.cn/**.

4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and conditions contained in the Receiving Bank Agreement. The Company shall procure (i) the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **H Share Registrar and HK eIPO White Form:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed the H Share Registrar to act as the service provider in relation to the HK eIPO White Form upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Hong Kong Underwriters to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal or Extreme Conditions (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no Severe Weather Signals remain in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Overall Coordinator shall have the exclusive right, in its sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the International Underwriting Agreement, the Receiving Bank Agreement and this Agreement, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, to reject or accept in whole or in part any Hong Kong Public Offering Application, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall procure that the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinator with such information, calculations and assistance as the Overall Coordinator may require for the purposes of determining, *inter alia*:

4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; or

4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

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

4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this **Clause 4.6** shall be several (and not joint or joint and several);

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

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this **Clause 4.6**, subject to such adjustment as the Overall Coordinator 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 2.6**, **4.10** and **4.12**, as applicable;

C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;

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

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to **Clauses 2.6, 4.10** and **4.12**, as applicable; and

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

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

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

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of **Clause 4.9**, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinator that the relevant application was made or procured to

be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of **Clause 4.5** and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **Schedule 5**.

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

4.9 **Applications and payment for Unsold Hong Kong Offer Shares**: In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to **Clause 4.5.1**, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to **Clause 4.6**, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to **Clause 4.6** specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant and deliver to the Sole Sponsor and the Overall Coordinator records for the duly completed applications; and

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

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on 9 June 2025 (i.e. the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the

Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in **Clause 5.1**.

4.10 **Power of the Overall Coordinator to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinator shall have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to **Clause 4.6**. Any application submitted or procured to be submitted by the Overall Coordinator pursuant to this **Clause 4.10** in respect of which payment is made *mutatis mutandis* in accordance with **Clause 4.9** shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under **Clause 4.6** but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of the Underwriting Commission.

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

4.11.1 subject to any required reallocation as set forth below in **Clause 4.11.2** or **4.11.3**, and provisions under Chapter 4.14 of the Guide for New Listing Applicants, the Overall Coordinator, in its 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 H 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 Coordinator may in its sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in **Clause 6.1** in respect of the Offer Shares reallocated to the Hong Kong Public Offering;

4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the "**International Offering Full or Over-subscription**") and the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public

Offering shall be increased to 5,520,000, 7,360,000 and 9,200,000 Offer Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-Allotment Option); and

4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100%, but less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are not fully subscribed, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100% of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinator 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 3,680,000 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and 20% of the total number of Offer Shares initially available under the Global Offering.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to **Clause 6.1** in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange.

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

4.12.1 If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinator, in its 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 Coordinator may in its sole and absolute discretion determine.

4.12.2 The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in **Clause 6.1** in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.12.3 For the avoidance of doubt, subject to **Clause 4.10**, any remaining Hong Kong Unsold Shares that have not been reallocated from the Hong Kong Public Offering to the International Offering in accordance with this **Clause 4.12** shall be applied for or procured to be applied for by the Hong Kong Underwriters in accordance with Clause 4.6.

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

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Underwriting Parties and the Sole Sponsor to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on 9 June 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents, the International Underwriting Agreement and this Agreement to the

successful applicants and in the numbers specified by the Overall Coordinator on terms that they rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that H share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Sponsor and the Overall Coordinator) 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 Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominees will be paid in Hong Kong dollars to the Company on the Listing Date at or before 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominees receiving written confirmation from the Overall Coordinator that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinator in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinator (and where a person other than the Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Overall Coordinator on behalf of such person) all amounts payable by the Company pursuant to **Clause 5.3, Clause 5.4, Clause 6.1, Clause 6.2, Clause 6.3, Clause 6.4, Clause 6.5.18** and (provided that the breakdown and details of the relevant out-of-pocket expenses are provided to the Company on or before the Price Determination Date) **Clause 6.5.11**; and

5.2.2 to the extent that the amounts deducted by the Nominees under **Clause 5.2.1** are insufficient to cover, or the Nominees does not or will not deduct in accordance with **Clause 5.2.1**, 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 Coordinator (for itself or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this **Clause 5.2** will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levies) if and to the extent that the Offer Price shall be determined at below HK$12.00 per Offer Share.

5.3 **Brokerage, Trading Fee and Transaction Levies for applicants:** Subject to the receipt of the applicable amount pursuant to **Clause 6.5**, the Overall Coordinator will, for itself and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levies in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees to deduct and pay such amounts.

5.4 **Trading Fee and Transaction Levies for the Company:** Subject to the receipt of the applicable amount pursuant to **Clause 6.5**, the Overall Coordinator will, on behalf of the Company, arrange for the payment by the Nominees of the Trading Fee and the Transaction Levies payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Nominees to deduct and pay such amounts.

5.5 **Refund**: The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the H Share Registrar will arrange for, and the Nominees will pay, refunds of the application monies to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Sole Sponsor and the Underwriting Parties has or shall have any

liability whatsoever under **Clause 5** or **Clause 6** or otherwise for any default by the Nominees or any other application or otherwise of funds.

5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Bank Agreement.

6 COMMISSIONS AND COSTS

6.1 **Underwriting Commission**: Subject to **Clause 6.2** and **Clause 6.3** below, the Company agrees to pay the syndicate Capital Market Intermediaries a total underwriting commission equal to 4.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses **4.11** and **4.12**, respectively) (the "**Underwriting Commission**"), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement, provided that if there is any adjustment to the allocation of the fixed fee to each syndicate Capital Market Intermediary as set out in the International Underwriting Agreement, such adjustment shall comply with the Listing Rules.

6.2 **Incentive fee:** In addition, the Company may, at its sole and absolute discretion, pay to the syndicate Capital Market Intermediaries an additional discretionary fee of up to 1.0% 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 Offer and any Offer Shares reallocated from the Hong Kong Public Offer to the International Offering pursuant to **Clauses 2,6, 4.11 and 4.12**) (the "**Incentive Fee**"). The Company shall notify the Overall Coordinator on the Price Determination Date whether the Incentive Fee will be paid, and the payment schedule of the Incentive Fee (if any) payable to the Overall Coordinator shall be determined in accordance with the terms of the International Underwriting Agreement.

6.3 **Fixed fee to the Overall Coordinator:** The Company further agrees to pay the Overall Coordinator a fixed fee equal to 50% of the total Underwriting Commission in respect of all of the Hong Kong Offer Shares (the "**Fixed Fee**") within 10 Business Days upon Listing.

6.4 **Sponsor fee and other fees and expenses:** The Company shall pay to the Sole Sponsor the sponsor fee of such amount and in such manner as set out in the Yue Xiu Mandate.

6.5 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation that are reasonably incurred in connection with or incidental to the Global Offering, the listing of the H Shares on the Stock Exchange and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:

6.5.1 fees, disbursements and expenses of the Reporting Accountant;

6.5.2 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Provider;

6.5.3 fees, disbursements and expenses of all the legal advisers to the Underwriters including the Underwriters' Solicitors and fees, disbursements and expenses of all the legal advisers to the Company including the Company's Solicitors;

6.5.4 fees, disbursements and expenses of the Industry Consultant;

6.5.5 fees, disbursements and expenses of the Internal Control Consultant;

6.5.6 fees, disbursements and expenses of any public relations consultant engaged by the Company in connection with the Global Offering;

6.5.7 fees, disbursements and expenses of any translators engaged by the Company in connection with the Global Offering;

6.5.8 fees, disbursements and expenses of the Receiving Banks and the Nominees;

6.5.9 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering;

6.5.10 fees, disbursements and expenses related to the application for listing of the H Shares on the Stock Exchange, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;

6.5.11 the out-of-pocket costs, disbursements and expenses (including, without limitation, document production, postage, telecommunications and travel expenses) of the Sole Sponsor and the Underwriting Parties (including their respective affiliates) under this Agreement or in connection with the Global Offering;

6.5.12 all cost and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation and other fees and expenses in relation thereto incurred for the Company relating to the Global Offering;

6.5.13 all printing and advertising costs (including all fees, disbursements and expenses of the financial printer retained for the Global Offering);

6.5.14 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;

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

6.5.16 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;

6.5.17 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques in connection with the Global Offering;

6.5.18 the Brokerage, the Trading Fee and the Transaction Levies payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment and delivery of the Offer Shares and the performance of any provisions of this Agreement or otherwise with respect to the Global Offering;

6.5.19 fees and expenses relating to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;

6.5.20 all other costs and expenses related to the preparation and launching of the Global Offering (if any) not otherwise stated in this **Clause 6.5**;

6.5.21 fees and expenses related to company searches, litigation searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering;

6.5.22 all processing charge and related expenses payable to the HKSCC in connection with the Global Offering;

6.5.23 all CCASS transaction fees payable in connection with the Global Offering; and

6.5.24 all costs, fees and out-of-pocket expenses incurred by the Sole Sponsor, the Underwriting Parties or any of them or on their behalf under this Agreement and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this **Clause 6.5** or pursuant to any other agreements between the Company and the Sole Sponsor.

The Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in **Clause 17.11**, if any costs,

expenses, fees, charges or Taxation referred to in this **Clause 6.5** is paid or to be paid by any of the Sole Sponsor and the Underwriting Parties for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees, charges or Taxation to the relevant Sole Sponsor or the Underwriting Party on an after-tax basis.

6.6 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission under **Clause 6.1** or Incentive Fee under **Clause 6.2** or Fixed Fee under **Clause 6.3,** but the Company shall, and the Warranting Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in **Clause 6.4** and **Clause 6.5** which have been incurred or are liable to be paid by the Sole Sponsor and/or the Underwriting Parties and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to **Clause 6.4** and **Clause 6.5**, forthwith upon demand by the Sole Sponsor, the Underwriting Parties or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be, and the Sole Sponsor and the Overall Coordinator is entitled to, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominees to make such payment.

6.7 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this **Clause 6** shall, except as otherwise provided in this **Clause 6**, if not so deducted pursuant to **Clause 5.2**, be payable by the Company within 90 Days of the first written request by the Overall Coordinator. All payments to be made by the Company under this **Clause 6** are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7 STABILISATION

7.1 **Stabilising manager and stabilisation actions:** The Company acknowledges that the Overall Coordinator and/or any person acting for it, to the exclusion of all others, (the "**Stabilising Manager**") is hereby appointed to act as stabilising manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date, **provided that** the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance and all such other applicable Laws or regulatory requirements shall be complied with by the Stabilising Manager at all times. The Stabilising Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilising Manager pursuant to this **Clause 7**. Any stabilisation actions taken by the Stabilising Manager and/or any person acting for it as stabilising manager

shall be conducted in compliance with the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (other than the Stabilising Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Joint Bookrunners and the Joint Lead Managers) to this Agreement that it will not take or cause or authorise any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company.

7.2 **Stabilising losses and profits:** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager 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 Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it shall be for its own account and none of the Hong Kong Underwriters shall be entitled to the said profits. The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilising activities and transactions effected by the Stabilising Manager.

7.3 **No stabilisation by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Underwriting Parties and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, supervisors, officers, employees, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

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

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

7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager or any person acting for it as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise;

provided that the granting and exercising of the Over-allotment Option

pursuant to the International Underwriting Agreement shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

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

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

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (WUMP) Ordinance;

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

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the payment by the Overall Coordinator and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to **Clause 4.6** and/or **Clause 4.10** (as the case may be);

8.2.6 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;

8.2.7 immediately prior to 8:00 a.m. on the Listing Date;

8.2.8 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange;

8.2.9 if applicable, the date(s) on which the Over-Allotment Option (or any part thereof) is exercised;

8.2.10 if applicable, the date(s) of settlement in respect of any exercise of the Over-Allotment Option; and

8.2.11 if applicable, the date on which the stabilisation period expires,

in each case with reference to the facts and circumstances then subsisting provided, however, that all of the Warranties shall remain true, accurate and not misleading in all material respect as at each of the dates or times specified above. For the avoidance of doubt, nothing in this **Clause 8.2** shall affect the on-going nature of the Warranties. The Warranties shall remain in full force and effect notwithstanding completion of the Global Offering.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby jointly and severally undertakes to forthwith notify the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any material respect or ceases to be true and accurate or becomes misleading or breached in any material respect at any time up to the last to occur of the dates and times specified in **Clause 8.2** or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any material respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor and the Underwriting Parties not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any material respect at any time up to the last to occur of the dates and times specified in **Clause 8.2** or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior written approval of the Sole Sponsor and the Overall Coordinator.

8.5 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of **Clause 8.2**, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the CSRC Filings and the Offering Documents; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the CSRC Filings and the Offering Documents, if the same were issued immediately after the occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the CSRC Filings and the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each

of the cases described in **paragraphs (i)** through **(iv)** above, without prejudice to any other rights of the Sole Sponsor, the Underwriting Parties or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Sole Sponsor and/or the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may require and supplying the Sole Sponsor, the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Overall Coordinator for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Overall Coordinator or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact or (ii) result in the loss of the Sole Sponsor or the Underwriting Parties' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise). Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document without the prior written consent of the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), except as required by applicable Laws, in which case the Company shall first consult the Sole Sponsor and the Overall Coordinator before such issue, publication or distribution or act or thing being done, subject to applicable Laws.

8.6 **Warrantors' knowledge:** A reference in this **Clause 8** or in **Schedule 3** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that 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. Notwithstanding that any of the Sole Sponsor and the Underwriting Parties has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor and the Underwriting Parties under this **Clause 8** shall not be prejudiced by such knowledge, investigation and/or enquiry.

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

8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Underwriting Parties or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Underwriting Parties or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor or the Underwriting Parties (or the rights of any of the Sole Sponsor or the

Underwriting Parties) against any other person under the same or a similar liability.

8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor and the Underwriting Parties agreeing to enter into this Agreement on the terms set out herein.

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

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

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

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

8.12 **Further undertaking:** Each of the Warrantors undertakes to each of the Sole Sponsor and the Underwriting Parties that it will notify the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) 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 (being individual, corporate, fund, swap investor and PRC governmental body related placee 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 of the Listing Rules) 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 any of their respective close associate (as such terms are defined in the Listing Rules).

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** The Company undertakes to each of the Sole Sponsor and the Underwriting Parties that, except for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option), the Company will not, and will procure each other Group Company not to, without the prior written consent of the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules (particularly, Rule 10.08 of the Listing Rules), at any time during the period commencing on the date hereof and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"):

9.1.1 offer, allot, issue, sell, accept subscription for, offer to allot, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or create any Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any other warrants or other rights to purchase, any Shares or any shares of any other Group Company, as applicable), or deposit any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, with a depositary in connection with the issue of depositary receipts; or repurchase any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable; or

9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any H Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable); or

9.1.3 enter into any transaction with the same economic effect as any transaction described in **Clause 9.1.1** or **9.1.2** above; or

9.1.4 offer to or contract to or agree to announce any intention to effect any such transaction described in **Clause 9.1.1**, **9.1.2** or **9.1.3** above,

in each case, whether any such transaction described in **Clause 9.1.1**, **9.1.2** or **9.1.3** above is to be settled by delivery of the H 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 H Shares or other shares or securities will be completed within the First Six-Month Period).

The Company further undertakes that it will not, and will procure each other Group Company not to, enter into any of the transactions specified in **Clause 9.1.1**, **9.1.2** or **9.1.3** above or offer to or agree to or announce any intention to effect any such transaction, such that any of the Warranting Shareholders would cease to be the single largest group of shareholders of the Company during the period of six months immediately following the expiry of the First Six-Month Period (the "**Second Six-Month Period**"). In the event that, during the Second Six-Month Period, the Company or any Group Company enters into any of the transactions specified in **Clause 9.1.1**, **9.1.2** or **9.1.3** above or offers or agrees or contracts to, or announces, or publicly discloses, any intention to, enter into any such transactions, the Company will take all reasonable steps to ensure that it will not create a disorderly or false market in any H Shares or other securities of the Company.

9.2 **Maintenance of public float:** Each of the Company and the Warranting Shareholders agrees and undertakes to each of the Sole Sponsor and the Underwriting Parties, that it will not, and each of the Warranting Shareholders and the Warranting Directors further undertake to each of the Sole Sponsor and the Underwriting Parties to procure that the Company will not, effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the Stock Exchange on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).

9.3 **Lock-up on the Warranting Shareholders:** Each of the Warranting Shareholders jointly and severally agrees and undertakes to each of the Company, the Sole Sponsor and the Underwriting Parties that, except in compliance with the requirements under Rule 10.07(3) of the Listing Rules, without the prior written consent of the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters):

9.3.1 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 (together, the "**Controlled Entities**") shall not

(i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to 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, legal or beneficial in 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 H Share or other securities of the Company) 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

(ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, the Relevant Securities; or

(iii) enter into or effect any transaction with the same economic effect as any of the transactions referred to in **paragraph (i)** or **(ii)** above; or

(iv) offer to or agree to or announce any intention to enter into or effect any of the transactions referred to in **paragraph (i), (ii)** or **(iii)** above,

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

9.3.2 at any time during the Second Six-Month Period, it/he will not, and will procure that the Controlled Entities will not, enter into any of the transactions described in **Clause 9.3.1(i)**, **9.3.1(ii)** or **9.3.1(iii)** above or offer to, or agree or announce any intention to enter into 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/he will, together with the other Warranting Shareholders, cease to be the single largest group of shareholders of the Company;

9.3.3 in the event that it/he enters into any of the transactions specified in **Clause 9.3.1 (i)**, **9.3.1(ii)** or **9.3.1(iii)** above or offer to or agrees to or announce any intention to effect any such transaction within 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 H Shares or other securities of the Company;

9.3.4 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/he or by the registered holder(s) and/or other Controlled Entities of any Shares or other securities of the Company;

9.3.5 within the period from the date by reference to which disclosure of their shareholding in our Company is made in the Hong Kong

Prospectus and ending on the date which is twelve months from the Listing Date, it/he will:

(i) when it/he pledges or charges any securities or interests in the Relevant Securities in favor of an authorised institution pursuant to Note 2 to Rule 10.07(2) of the Listing Rules, immediately inform our Company, the Sole Sponsor and the Overall Coordinator 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 or interests in the securities of our Company will be sold, transferred or disposed of, immediately inform our Company, the Sole Sponsor and the Overall Coordinator in writing of such indications.

The Company undertakes to the Sole Sponsor and the Underwriting Parties that upon receiving such information in writing from any of the Warranting Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and/or other Authority and make a public disclosure in relation to such information by way of an announcement.

9.4 **Full force:** The undertakings in this **Clause 9** shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Underwriting Parties and each of them that it shall, and the Warranting Shareholders shall procure the Company to:

10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:

10.1.1 as soon as practicable, the Company will, in compliance with the Listing Rules, 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;

10.1.2 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;

10.1.3 lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules (including but not limited to Chapter 9 of the Listing Rules) and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;

10.1.4 ensuring that all disclosure or information submitted to the Stock Exchange and the HKSCC on FINI is true, complete and accurate and not misleading or deceptive;

10.1.5 do all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.6 make all necessary Approvals and Filings (including but not limited to the CSRC Filings) with the Registrar of Companies in Hong Kong, the CSRC, the Stock Exchange, the SFC and any other relevant authority;

10.1.7 make available on display the documents referred to in the section headed "Appendix VIII – Documents Delivered to the Registrar of Companies in Hong Kong and Documents on Display" of the Hong Kong Prospectus for the period and at the websites stated therein;

10.1.8 where applicable, comply with the Listing Rules in relation to the supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Sole Sponsor and Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);

10.1.9 procure that each of the H Share Registrar, the HK eIPO White Form Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the HK eIPO White Form Provider and the Receiving Bank Agreement, and all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;

10.1.10 procure that none of the Directors or the Supervisors and that the relevant Director or the Supervisor to procure none of or their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and by the Stock Exchange (if applicable) and having obtained confirmation to that effect;

10.1.11 procure that none of the Company or any member of the Group and/or any of their respective substantial shareholders (including the Warranting Shareholders), directors, supervisors, officers, employees, affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in the Hong Kong Prospectus or publicly available, to any research analyst at any time up to and including the 40th day immediately following the Price Determination Date;

10.1.12 without prejudice to **Clause 10.1.7**, procure that no connected person (as defined in the Listing Rules), core connected person (as defined in the Listing Rules) or existing shareholders of the Company will itself (or through a company controlled by it and that the relevant connected person procures that none of their respective associates), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares) by any connected person, controlled company or nominee, it shall forthwith notify the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);

10.1.13 use or procure the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed "Future Plans and Use of Proceeds", unless otherwise changed in accordance with the Listing Rules and in case of any change the Company has to provide written notification to the Sole Sponsor of such proposed change and obtain prior written consent from the Sole Sponsor and such change to be in compliance with the requirements under the Listing Rules and/or the requirements of Stock Exchange and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;

10.1.14 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declare, pay or otherwise make any dividend or distribution of any kind on its share capital nor (ii) change or alter its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise);

10.1.15 following the Listing Date, ensure that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the H Shares;

10.1.16 procure that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreement, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, supervisors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants issued by the Stock Exchange;

10.1.17 prior to publishing any press release in connection with the Global Offering, submit drafts of such press release to the Overall Coordinator (for itself and on behalf of the Underwriters) and the Sole Sponsor for their review;

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

10.1.19 cooperate with and fully assist, and procure members of the Group, Warranting 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 Sole Sponsor and the Underwriting Parties, to facilitate its performance of its duties, as the case may be, as a sponsor, an overall coordinator, a global coordinator, a joint bookrunner, a joint lead manager, a capital market intermediary or a Hong Kong underwriter 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 and the Listing Rules; and

10.1.20 give every assistance (including the provision or procurement of all necessary consents), and procure the members of the Group, Warranting 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 give every assistance (including the provision or procurement of all necessary consents) to each of the Sole Sponsor and the Underwriting Parties, to meet its obligations and responsibilities to provide materials, information and documents to the CSRC, the Stock Exchange, the SFC and other regulators under the Code (including without limitation

all materials and information as specified under paragraphs 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules, and to facilitate its performance of its duties, as the case may be, as a sponsor, an overall coordinator, a sponsor-overall coordinator, a global coordinator, a joint bookrunner, a joint lead manager, a capital market intermediary or a Hong Kong underwriter 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 and the Listing Rules;

10.2 **Information:** provide to the Sole Sponsor and the Underwriting Parties all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Group or the Warranting Shareholders or otherwise as may be required by the Sole Sponsor or the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the CSRC, the Stock Exchange or of the SFC or of any other relevant Authority) in connection with the Global Offering;

10.3 **Receiving Banks, Nominees, H Share Registrar and HK eIPO White Form Provider:** procure that each of the Receiving Banks, the Nominees, the H Share Registrar and the HK eIPO White Form Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein including, without limitation, providing the Sole Sponsor and the Overall Coordinator with such information and assistance as the Sole Sponsor and the Overall Coordinator may require for the purposes of determining the level of applications under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares;

10.4 **Restrictive covenants:** at any time after the date of this Agreement up to and including the date of settlement of the subscription and purchase of the relevant Option Shares pursuant to any exercise of the Over-allotment Option, not, and procure that no other member of the Group will:

10.4.1 do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect, or which would adversely affect the Global Offering;

10.4.2 enter into any commitment or arrangement which in the sole and absolute opinion of the Sole Sponsor and the Overall Coordinator has or will or may have a Material Adverse Effect;

10.4.3 take any steps which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinator, are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;

10.4.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Banks, the Nominees and the HK eIPO White Form Provider without the prior written consent of the Sole Sponsor and the Overall Coordinator;

10.4.5 if applicable, except as required under applicable Laws and/or by Authorities having competent jurisdiction, at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, amend or agree to amend any constitutional document of the Company or any other member of the Group, including, without limitation, the memorandum and articles of association, if such amendments would have a material adverse impact on the Global Offering;

10.4.6 without the prior written approval of the Sole Sponsor and the Overall Coordinator, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor and/or the Underwriting Parties under this Agreement; and

10.4.7 at any time immediately prior to the commencement of dealings in the Offer Share on the Stock Exchange, without the prior written approval of the Sole Sponsor and the Overall Coordinator, enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would, in the reasonable opinion of the Sole Sponsor and the Overall Coordinator, constitute a material contract or a material commitment.

10.5 **Maintaining listing**: procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the Stock Exchange, and comply with the Listing Rules and all requirements of the CSRC, the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.6 **Legal and regulatory compliance**:

10.6.1 comply with all applicable Laws (including the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC and any other

Authority, the Listing Rules and the Hong Kong Code on Takeovers and Mergers);

10.6.2 comply with the CSRC Archive Rules in connection with the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; 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 maintenance of confidentiality of any Relevant Information;

10.6.3 where there is any information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notify the CSRC or the relevant Authority in the PRC and provide it with such information in accordance with the applicable Laws, and promptly notify the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) of such information to the extent permitted by the applicable Laws;

10.6.4 procure that its legal advisers will be submitted on FINI as soon as practicable before the commencement of dealings in the H Shares on the Stock Exchange the declaration substantially as in Form F pursuant to Rule 9.11(37) of the Listing Rules;

10.6.5 procure that the audited consolidated financial statements of the Company for the financial year ending 31 December 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Hong Kong Prospectus;

10.6.6 comply with the CSRC Filing Rules, the Stock Exchange's rules or other requirements to announce and disseminate to the public, any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that no such announcement shall be issued by the Company without having been submitted to the Sole Sponsor and the Overall Coordinator for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any Law applicable to it;

10.6.7 provide to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Overall Coordinator may reasonably require;

10.6.8 at all times adopt and uphold a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;

10.6.9 comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus in all material respect;

10.6.10 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the CSRC, the Stock Exchange, the SFC, and any other relevant Authority in Hong Kong or elsewhere;

10.6.11 complying with the provisions of Chapters 13, 14, 14A and 19A of the Listing Rules and the provision of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;

10.6.12 comply with the Listing Rule requirements 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 Coordinator in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.6.13 comply with and procuring its Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rule, 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 Rule as soon as it becomes known to the Company and its Directors;

10.6.14 notify the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

10.6.15 keep the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under **Clause 10.1.16** above, and to enable the Overall Coordinator 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;

10.6.16 provide to or procure for the Overall Coordinator all necessary consents to the provision of the information referred to in **Clauses 10.1.19** and **10.1.20** to them;

10.6.17 comply, cooperate and assist with record-keeping obligations of the Company, the Overall Coordinator and the syndicate Capital Market Intermediaries under the Code 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 Coordinator;

10.6.18 maintain the appointment of a compliance adviser as required by the Listing Rules;

10.6.19 conduct the Group's business and affairs in compliance with all applicable Laws; and

10.6.20 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Sole Sponsor and the Underwriting Parties against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty);

10.7 **Internal controls**: ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;

10.8 **Significant changes**: promptly provide full particulars thereof to the Sole Sponsor and the Overall Coordinator if, at any time up to or on the date falling 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:

10.8.1 at its expense, inform the CSRC, the Stock Exchange and the SFC of such change or matter if so required by the Sole Sponsor or the Underwriting Parties;

10.8.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the Stock Exchange or the Sole Sponsor or the Overall Coordinator and in a form approved by the Sole Sponsor and the Overall Coordinator, deliver such documentation through the Sole Sponsor to the Stock Exchange for approval and publish such documentation in such manner as the Stock Exchange or the Sole Sponsor or the Overall Coordinator may require;

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

10.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor and the Overall Coordinator,

and for the purposes of this **Clause 10.8**, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and

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

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

10.10 **Confirmation and acknowledgement**: The Company hereby confirms and acknowledges that the Overall Coordinator has:

10.10.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

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

10.10.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

10.10.4 advised the Company on the information that should be provided to syndicate Capital Market Intermediaries to enable them to meet their obligations and responsibilities under the Code, including information about the Company to facilitate a reasonable assessment of the Company required under the Code;

10.10.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate Capital Market Intermediaries participating in an IPO, which is currently around 75% fixed and 25% discretionary;

10.10.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the

CSRC, the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to Sole Sponsor, the Underwriting Parties and the International Underwriters that they have met or will meet these responsibilities; and

10.10.7 where the Company decided not to adopt the Overall Coordinator's advice or recommendations in relation to pricing or allocation of H Shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such H Shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

11 TERMINATION

11.1 **Termination events:** The Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in their sole and absolute discretion, shall have the right by giving a written notice to the Company to terminate this Agreement with immediate effect at or prior to 8:00 a.m. on the Listing Date (the "**Termination Time**") if any of the following events shall occur at or prior to the Termination Time:

11.1.1 there has come to the notice of the Sole Sponsor and/or the Overall Coordinator:

(i) any statement contained in any of the Hong Kong Prospectus and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular document or other communication pursuant to this Agreement) issued or used by or on behalf of our Company 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 or incomplete or misleading or deceptive in any respect or;

(ii) 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 Coordinator (for itself and on behalf of the Hong Kong Underwriters), fair and honest and based on reasonable assumptions, when taken as a whole; or

(iii) any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before the respective dates of the publication of the Relevant Documents, constitute an omission therefrom; or

(iv) 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

(v) any event, act or omission which gives or is likely to give rise to any liability of any of the Warrantors pursuant to the indemnities given by them under this Agreement or under the International Underwriting Agreement; or

(vi) any change or development involving a prospective adverse change 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 any Group Company; or

(vii) any breach of, or any event or circumstance rendering untrue or incorrect in any respect, any of the representations, warranties, agreements and undertakings to be given by the Warrantors respectively in terms set out in this Agreement; or

(viii) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including any additional 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 in writing; or

(ix) the Company withdraws any of the Relevant Documents or the Global Offering; or

(x) any expert whose consent is required to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears, (other than the Sole Sponsor) has withdrawn or sought to withdraw its consent to being named in any of the Relevant Documents or to the issue of any of the Relevant Documents; or

(xi) 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 the appointment of 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) an authority or a political body or organisation in any relevant jurisdiction has commenced any investigation or other action, or announced an intention to investigate or take other action, against any of the Directors, Supervisors and senior management member of the Group as set out in the "Directors, Supervisors and Senior Management" section of the Hong Kong Prospectus; or

(xiii) a portion of the orders in the book-building process, which is considered by the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in its sole and absolute opinion to be material, at the time the International Underwriting Agreement is entered into, or the investment commitments by any cornerstone investors after signing of agreements with such cornerstone investors, have been withdrawn, terminated or cancelled, and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), at its sole and absolute discretion, conclude that it is therefore inadvisable or inexpedient or impracticable to proceed with the Global Offering; or

(xiv) 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 Coordinator (for itself and on behalf of the Hong Kong Underwriters) in its sole and absolute opinion to be material; or

11.1.2 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, other industrial actions, 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 (whether or not responsibility has been claimed), paralysis in government operations, interruptions, declaration of a local, regional, national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases, pandemics or epidemics (including, without limitation, COVID-19, Severe Acute Respiratory Syndrome, swine or avian flu, avian influenza A (H5N1), Swine Flu (H1N1), H7N9, Ebola virus, Middle East Respiratory Syndrome, coronavirus or such related or mutated forms) or interruption or delay in transportation); 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); 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 and the Shenzhen 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 of Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Singapore or any other jurisdictions relevant to any Group Company or the Global Offering (the "**Specific Jurisdictions**"); 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 of the Specific Jurisdictions; or

(vi) the imposition of economic sanctions or export control, in whatever form, on any Group Company or any of the Warranting Shareholders, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by or for any of the Specific Jurisdictions; or

(vii) a change or development involving a prospective change or amendment 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 Specific 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 Hong Kong Prospectus; or

(ix) any litigation or claim of any third party being threatened or instigated against any Group Company or any of the Warrantors; or

(x) any of the Directors, Supervisors and senior management member of our Company as set out in the "Directors, Supervisors and Senior Management" section of the Hong Kong Prospectus being charged with an indictable offence or prohibited by operation of Law or otherwise disqualified from taking part in the management of a company; or

(xi) the chairman or chief executive officer of our Company vacating his or her office; or

(xii) the commencement by any governmental, regulatory or political body or organisation of any action against a 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) a contravention by any Group Company or any Director of the Listing Rules, the Companies Ordinance or any other Laws applicable to the Global Offering; or

(xiv) 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

(xv) non-compliance of the Hong Kong Prospectus, the CSRC Filings and the other Relevant Documents or any aspect of the Global Offering with any applicable Laws (including but not limited to the Listing Rules, the Companies Ordinance, the Companies (WUMP) Ordinance and the CSRC Rules); or

(xvi) the issue or requirement to issue by our Company of a supplement or amendment to the Hong Kong Prospectus and/or any of the other Relevant Documents pursuant to the Companies (WUMP) Ordinance, the Listing Rules or any requirement or request of the CSRC, the Stock Exchange and/or the SFC; or

(xvii) a 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 in the sole and absolute opinion of the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters):

(i) 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 Company or the Group or any Group Company or on any present or prospective shareholder of the Company in his, her or its capacity as such; or

(ii) has or will or may have or could be expected to have a Material Adverse Effect on the success, marketability or pricing of the Global Offering or the level of applications for or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering; or

(iii) 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

(iv) has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

For the purpose of this **Clause 11.1** only, the exercise of right of the Sole Sponsor and the Overall Coordinator under this **Clause 11.1** shall be effective if a simple majority of the Sole Sponsor and the Overall Coordinator in number elects to exercise such right, and such exercise shall be final, conclusive and binding on the Underwriting Parties.

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

11.2.1 subject to **Clauses 11.2.2** and **11.2.3** below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that **Clauses 6.4, 6.5** and **12 to 17** and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;

11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to **Clause 4.9**

and/or by the Overall Coordinator pursuant to **Clause 4.10** and/or by applicants under the Hong Kong Public Offering; and

11.2.3 the Company shall forthwith pay to the Sole Sponsor and the Underwriting Parties as soon as possible the costs, expenses, fees, charges and Taxation set out in **Clauses 6.4** and **6.5** and the Sole Sponsor and the Underwriting Parties may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominees to make such (or any part of such) payments.

12 INDEMNITY

12.1 **Indemnity**: Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Sole Sponsor, the Underwriting Parties and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority) and Taxation (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings and any notices, announcements, advertisements, communications or other documents relating to or connected with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Underwriting Parties or any of them) (collectively, the "**Related Public Information**"); or

12.1.2 the CSRC Filings or any of the Related Public Information, containing any untrue or alleged untrue statement of a fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits

and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or

12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Sole Sponsor, and the Underwriting Parties 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 or any person or any jurisdiction; or

12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in the CSRC Filings or any of the Related Public Information being or alleged to be incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or

12.1.5 the execution, delivery and performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

12.1.6 any breach or alleged breach on the part of the Company of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association or the International Underwriting Agreement or omission of any Warrantor or any of its respective directors, or supervisors, officers or employees resulting in a breach of any of the provisions of the Articles of Association, this Agreement or the International Underwriting Agreement; or

12.1.7 any of the Warranties given in Part A of Schedule 3 being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or

12.1.8 the performance by the Sole Sponsor, the Underwriting Parties or any of them of their or its obligations and roles under this Agreement or the Offering Documents or the CSRC Filings or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code as a sponsor-overall coordinator, overall coordinator, capital market intermediary or otherwise, as applicable; or

12.1.9 any act or omission of any member of the Group in relation to the Global Offering; or

12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code, the CSRC Rules or any Law of any relevant jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

12.1.11 any failure or alleged failure by the Warrantors or any of the Directors or the Supervisors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws; or

12.1.12 any breach or alleged breach by any member of the Group or any Directors or Supervisors of any applicable Laws; or

12.1.13 any Proceeding by or before any Authority having commenced or been threatened or any settlement of any such Proceeding, or

12.1.14 any breach by the Warrantors of the terms and conditions of the Hong Kong Public Offering; or

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

provided that the indemnity provided for in this **Clause 12.1** shall not apply in respect of any relevant Indemnified Party to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in this **Clause 12** in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

12.2 **Indemnity by the Warranting Shareholders:** Each of the Warranting Shareholders (collectively also, the "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") hereby jointly and severally undertakes to the Sole Sponsor, the Underwriting Parties and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, hold harmless and keep fully indemnified, on demand, each such Indemnified Party against all Losses which, jointly or severally, any such Indemnified Party may suffer or incur, and against all Proceedings, which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.2.1 the execution, delivery and performance of this Agreement by any of the Warranting Shareholders; or

12.2.2 any breach or alleged breach on the part of any of any of the Warranting Shareholders of any of the provisions of this Agreement or the International Underwriting Agreement; or

12.2.3 any of the Warranties given by any of the Warranting Shareholders in **Part B** of **Schedule 3** being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect.

12.3 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties for any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Underwriting Parties or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents.

12.4 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under **Clause 12.1**, it shall promptly give notice thereof to the Overall Coordinator (for itself and on behalf of the Indemnified Parties) in writing with reasonable details thereof.

12.5 **Conduct of claims**: If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this **Clause 12** may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this **Clause 12** or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Sole Sponsor and the Overall Coordinator (for itself and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

12.6 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any

pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

12.7 **Contribution:** If the indemnity under this **Clause 12** is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Parties shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Proceedings or Losses;

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

12.7.2 if the allocation provided in Clause 12.7.1 above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 12.7.1 above but also the relative fault of any of the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand which resulted in the Proceedings or Losses as well as any other relevant equitable considerations.

12.7.3 For the purpose of Clause 12.7, the relative benefits received by the Warrantors on the one hand, and by the Hong Kong Underwriters and the Overall Coordinator on the other hand, shall be deemed to be in the same respective proportions which the total proceeds from the Hong Kong Public Offering (net of the total commissions received by the Hong Kong Underwriters and their affiliates pursuant to Clause 6, but before deducting expenses) received by the Warrantors, and the

total commissions received by the Hong Kong Underwriters and their affiliates pursuant to Clause 6, bear to the aggregate Offer Price of the Hong Kong Offer Shares. The relative fault of the Warrantors on the one hand, and of the Hong Kong Underwriters and the Overall Coordinator on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Warrantors on the one hand, or by the Hong Kong Underwriters and the Overall Coordinator on the other hand, and the parties' 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 12.7 were determined by pro rata allocation (even if the Hong Kong Underwriters and their affiliates were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in this Clause 12.7.3. For the avoidance of doubt, the amount paid or payable by an Indemnified Party as a result of any Proceedings or Losses shall include all legal and other expenses incurred by such Indemnified Party in connection with investigating or defending any such Losses or Proceedings.

12.8 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

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

12.8.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

12.8.3 take such other action as the Indemnified Parties may require ensuring that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

12.9 **Costs:** For the avoidance of doubt, the indemnity under this **Clause 12** shall cover all costs, charges, fees and expenses which any Indemnified Party may

suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this **Clause 12**.

12.10 **Payment on demand:** All amounts subject to indemnity under this **Clause 12** shall be paid by an Indemnifying Party as and when they are incurred within 20 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

12.11 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this **Clause 12** shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or a withholding under this **Clause 12**, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

12.12 **Taxation:** If a payment under this **Clause 12** will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

12.13 **Full force:** The foregoing provisions of this **Clause 12** will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or issued by any Warrantor (or by any of their respective directors, supervisors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the CSRC, the Stock Exchange, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

13.2 **Discussion with the Sole Sponsor and the Overall Coordinator:** The Company undertakes to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that it will, and the Warranting Shareholders undertakes to procure that the Company will, discuss with the Sole Sponsor and the Overall Coordinator any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, within six months following the date of Hong Kong Prospectus, which may conflict in any material respect with any statement in the Hong Kong Prospectus.

13.3 **Full force:** Subject to **Clause 13.1**, for the avoidance of doubt, the restriction contained in this **Clause 13** shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as any of the Sole Sponsor or the Overall Coordinator remain as a sponsor or adviser to the Company, the termination of this Agreement.

14 CONFIDENTIALITY

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

14.2 **Exceptions:** Any party may disclose, or permit its affiliates and its and their directors, supervisors, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the CSRC, the Stock Exchange and the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers and auditors of such party under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required by any Underwriting Parties, the Sole Sponsor or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or

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

provided that, in the cases of **Clauses 14.2.2** and **14.2.6**, any such information disclosed shall be disclosed only after consultation with the other parties.

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

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in **Clause 15.3** and if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting;

15.2.4 if sent by facsimile, when sent with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission;

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

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

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

If to the Company, or any of the Warranting Directors, or any of the Warranting Shareholders, to:

5/F, Manulife Place
348 Kwun Tong Road
Kowloon, Hong Kong

Fax : +852 2262 7779

Email : huzunfa@rongtatech.com
Attention : Hu Zunfa

If to the Sole Sponsor, to:

Rooms Nos. 4917–4937
49/F, Sun Hung Kai Centre
No. 30 Harbour Road
Wanchai, Hong Kong

Fax : +852 2608 2383
Email : ibd_project.ww111@yxsh.hk
Attention : Corporate Finance

If to the Overall Coordinator, to:

Rooms Nos. 4917–4937
49/F, Sun Hung Kai Centre
No. 30 Harbour Road
Wanchai, Hong Kong

Fax : +852 3583 1689
Email : ecm_project.ww111@yxsh.hk
Attention : ECM

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in **Schedule 2**.

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

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

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

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

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

16.2 **Arbitration**: Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its subject matter, existence, negotiation, validity, interpretation, performance, breach, termination or enforceability

thereof (including any dispute regarding non-contractual obligations arising out of or relating to it) (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. The law of this arbitration clause shall be Hong Kong law. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this **Clause 16.2** shall survive the termination of this Agreement and the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this **Clause 16.2.**

16.2.1 Notwithstanding **Clause 16.2**, and irrespective of whether any arbitration has been commenced pursuant to **Clause 16.2**, each of the Sole Sponsor and the Underwriting Parties shall also have the sole and absolute right:

(i) to refer any Dispute to be finally resolved by any court of competent jurisdiction; and

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

Once any Dispute is referred to a court pursuant to **Clause 16.2.1(i)**, the parties to this Agreement shall discontinue any arbitration in respect of the same Dispute as soon as possible. For the purposes of this **Clause 16.2.1**, the Company and the Warranting Shareholders hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to **Clause 16.2.1(i)** or **Clause 16.2.1(ii)** and waives any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other country of a judgment delivered by such court.

16.3 **Submission to jurisdiction**: Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of **Clause 16.2.**

16.4 **Waiver of objection to jurisdiction**: Each of the parties 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 16.2** and any claim of *forum non conveniens* and further

irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, and irrevocably waives any objection to the recognition or enforcement of any such judgment in the courts of any jurisdiction.

16.5 **Service of documents**: Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this **Clause 16** shall be sufficiently and effectively served on it if delivered in accordance with **Clause 15.**

16.6 **Process agent:** Each of the Company and the Warranting Shareholders irrevocably appoints Hu Zunfa of 5/F, Manulife Place, 348 Kwun Tong Road, Hong Kong, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or the Warranting Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Company and the Warranting Shareholders, each of the Company and the Warranting Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Overall Coordinator and deliver to each of the other parties a copy of the new agent's acceptance of that appointment within 14 days, failing which the Overall Coordinator shall be entitled to appoint such new agent for and on behalf of the Company and the Warranting Shareholders, and such appointment shall be effective upon the giving notice of such appointment to each of the Company and the Warranting Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings are taken against the Company or the Warranting Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Warranting Shareholders shall appoint an agent for the service of process in that jurisdiction acceptable to the Overall Coordinator and deliver to each of the other parties a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties within 14 days, failing which the Overall Coordinator shall be entitled to appoint such agent for and on behalf of the Company or the Warranting Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Warranting Shareholders.

16.7 **Waiver of immunity:** To the extent that the Company or the Warranting Shareholders may now or hereafter be entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to claim for itself or any of its undertakings, properties, assets or revenues present or future, any immunity (sovereign or crown status or otherwise) from (without limitation) suit, jurisdiction of any court or tribunal, attachment prior to judgment, attachment in aid of execution of a judgment or award, execution of a judgment or award or from set-off, banker's lien, counterclaim or any other legal process or remedy with respect to its obligations

under this Agreement and/or to the extent that in any such jurisdiction there may be attributed to the Company or the Warranting Shareholders any such immunity (whether or not claimed), the Company and the Warranting Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity. The Company and the Warranting Shareholders consent in respect of any arbitration or litigation proceedings to the giving of any relief by way of injunction or order for specific performance or for the recovery of any property whatsoever or other provisional or protective measures and to its property (irrespective of its use or intended use) being subject to any process for the enforcement of a judgment/award or any process effected in the course or as a result of any action in rem.

17 GENERAL PROVISIONS

17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:** Each of the Sole Sponsor and the Underwriting Parties may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in **Clauses 8** and **12**, respectively, to any of the persons who have the benefit of the indemnities in **Clause 12** and any successor entity to such Sole Sponsor, the Underwriting Parties or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to **Clause 8.5** or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Underwriting Parties or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor and the Underwriting Parties, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor and the Underwriting Parties, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

17.5 **Exercise of rights:** No delay or omission on the part of any party in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties.

17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Overall Coordinator, the Yue Xiu Mandate, and (ii) with respect to the Company and the relevant Capital Market Intermediary, the engagement letter(s) entered into between the Company and the relevant Capital Market Intermediary (the "**CMI Mandate(s)**"), constitutes the entire agreement between the Company, the Warranting Directors, the Warranting Shareholders, the Sole Sponsor, the Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and the Capital Market Intermediaries relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Yue Xiu Mandate and the CMI Mandate(s) shall continue to be in force and binding upon the parties thereto, however, if there is any inconsistency between the terms under this Agreement and those under the Yue Xiu Mandate or the CMI Mandate(s) (as the case may be), the terms in this Agreement shall prevail.

17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties.

17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of tis counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

17.10 **Judgement Currency Indemnity**: In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgement currency**") other than Hong Kong dollars, each of the Warrantors will jointly and severally, indemnify such Indemnified Party against any loss incurred by

such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgement currency for the purpose of such judgement or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgement currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgement or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Taxation**: All payments to be made by the Company or the Warranting Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Warranting Shareholders, as the case may be, will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Sole Sponsor and the Underwriting Parties, as applicable.

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

17.12 **Authority to the Overall Coordinator:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinator) hereby authorises the Overall Coordinator to act on behalf of all the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinator in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinator or the Sole Sponsor or any Underwriter

or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinator, Sole Sponsor or Underwriter. Any certificate signed by the Warranting Shareholders and delivered to the Overall Coordinator or the Sole Sponsor or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Warranting Shareholder, as to matters covered thereby, to each Overall Coordinator, Sole Sponsor or Underwriter.

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

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

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

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

17.15 **Survival:** The provisions in this **Clause 17** shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

17.16 **Further Assurance**: The Warrantors shall from time to time, upon being required to do so by the Sole Sponsor, or the Underwriting Parties now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor or the Underwriting Parties may reasonably require to give full effect to this Agreement and securing to the Sole Sponsor and the Underwriting Parties or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

17.17 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this **Clause 17.17**, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

17.17.1 Indemnified Parties may enforce and rely on **Clause 12.1** to the same extent as if they were a party to this Agreement.

17.17.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in **Clause 17.17.1**.

17.17.3 The assignee pursuant to **Clause 17.3** may enforce and rely on this Agreement as if it were a party to this Agreement.

SCHEDULE 1

PART A: THE WARRANTING DIRECTORS

Name	Address
Mr. Xu Kaiming (許開明)	Room 1304 No. 115 Wutong West Road Huli District Xiamen, Fujian PRC
Mr. Xu Kaihe (許開河)	Room 401 No. 78 Chang Qing Road Siming District Xiamen, Fujian PRC
Ms. Lin Yanqin (林燕琴)	Room 801 No. 72 Changhao Yili Dianqian Street, Huli District Xiamen, Fujian PRC

PART B: THE WARRANTING SHAREHOLDERS

Name	Address
Xiamen Rongxin Investment Co., Ltd.* (廈門容信投資有限公司)	Room 1304, No. 115, Wutong West Road, Huli District, Xiamen, Fujian, PRC
Mr. Xu Kaiming (許開明)	Room 1304 No. 115 Wutong West Road Huli District Xiamen, Fujian PRC
Mr. Xu Kaihe (許開河)	Room 401 No. 78 Chang Qing Road Siming District Xiamen, Fujian PRC
Xiamen Gaoli Zhongcheng Investment Partnership Limited Partnership* (廈門高立眾成投資合夥企業(有限合夥)	Unit 5, Floor 7, No. 88-1, Tonghui South Road, Tong'an District, Xiamen, Fujian, PRC
Xiamen Gaoli Hezhong Investment Partnership Limited Partnership * (廈門高立合眾投資合夥企業(有限合夥))	Unit 6, Floor 7, No. 88-1, Tonghui South Road, Tong'an District, Xiamen, Fujian, PRC

SCHEDULE 2

THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Maximum number of Hong Kong Offer H Shares to be underwritten	Percentage to be underwritten
Yue Xiu Securities Company Limited Rooms Nos. 4917–4937 49/F, Sun Hung Kai Centre No. 30 Harbour Road Wanchai, Hong Kong	See below	See below
ABCI Securities Company Limited 10/F, Agricultural Bank of China Tower 50 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
CCB International Capital Limited 12/F, CCB Tower 3 Connaught Road Central Central Hong Kong	See below	See below
CMB International Capital Limited 45th Floor, Champion Tower 3 Garden Road Central Hong Kong	See below	See below
CMBC Securities Company Limited 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong	See below	See below
Huafu International Securities Limited Unit 2603-04, 26/F, Infinitus Plaza 199 Des Voeux Road Central Sheung Wan Hong Kong	See below	See below
Livermore Holdings Limited Unit 1214A 12/F Tower II Cheung Sha Wan Plaza	See below	See below

833 Cheung Sha Wan Road Kowloon Hong Kong		
Patrons Securities Limited Unit 3214, 32/F., Cosco Tower 183 Queen's Road Central Sheung Wan Hong Kong	See below	See below
Zhongtai International Securities Limited 19 Floor, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong	See below	See below
Total	**1,840,000**	**100%**

The number of Hong Kong Offer Shares underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

$$\mathbf{A = B/C \times 1{,}840{,}000}$$

where:

"**A**" is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of an Hong Kong Offer Share shall be rounded to the nearest whole number of Hong Kong Offer Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 1,840,000 and (iii) the number of Hong Kong Offer Shares underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

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

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

SCHEDULE 3
REPRESENTATIONS AND WARRANTIES

Part A: Representations and warranties of the Company, the Warranting Shareholders and the Warranting Directors

Each of the Company, the Warranting Shareholders and the Warranting Directors jointly and severally represents, warrants and undertakes to the Sole Sponsor and the Underwriting Parties and each of them as follows:

1 ACCURACY OF INFORMATION

1.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any material respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

1.2 None of the Hong Kong Public Offering Documents, the PHIP and the Formal Notice contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.3 All expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, profit forecast, forecast capital expenditures, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation) contained in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings (A) have been made after due, careful and proper consideration, (B) are and remain based on grounds and assumptions referred to in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions, and (C) represent and continue to represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group and/or the Warranting Shareholders, and/or any of their respective directors, officers, employees, affiliates or agents; there are no other facts or matters the omission of which would or may make any such expression, statement, forecast or estimate misleading.

1.4 The Hong Kong Public Offering Documents and the Formal Notice contain or include (A) all information and particulars required to comply with the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange and (B) all such information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the other members of the Group, taken as a whole, and the rights attaching to the H Shares).

1.5 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, officers, employees, affiliates or agents, to the CSRC, the Stock Exchange, the SFC and/or any other applicable Authority have complied or will comply with all applicable Laws.

1.6 Without prejudice to any of the other Warranties:

1.6.1 the statements contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings in the section headed "Business", "Financial Information" and "Future Plans and Use of Proceeds" represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry;

1.6.2 the statements contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings relating to the Group's indebtedness as at close of business on 31 March 2025 are complete, true and accurate in all material respects and all material developments in relation to the Company's indebtedness have been disclosed;

1.6.3 the statements relating to working capital contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings in the section headed "Financial Information" are complete, true and accurate in all material respect and not misleading;

1.6.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;

1.6.5 the interests of the Directors in the Shares and in contracts with the Company and other members of the Group are fully and accurately disclosed in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings;

1.6.6 the statements contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings in the section headed "Risk Factors" are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration; and

1.6.7 the answers and documents contained in or referred to in the Verification Notes given by or on behalf of the Company or the Warranting

Shareholders or the Directors was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading.

1.7 All statistical or market-related, operational or financial data included in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings that come from sources other than the Company are based on or derived from sources which are reliable and accurate and agree in all material respects with such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

1.8 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, any other member of the Group and/or the Warranting Shareholders, and/or any of their respective directors, officers, employees, affiliates or agents to the CSRC, the Stock Exchange, the SFC, any other applicable Authority, the Sole Sponsor, the Underwriting Parties, the International Underwriters, the Reporting Accountant, the Internal Control Consultant, and/or the legal and other professional advisers for the Company, the Sole Sponsor, the Underwriting Parties or the International Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the PHIP, the Formal Notice and the CSRC Filings or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Underwriting Parties under all applicable Laws (including the CSRC Rules), the discharge by the Sole Sponsor of their obligations as sponsor to the listing of the Company under the Listing Rules and other applicable Laws, information and documents provided for the discharge by the Overall Coordinator and the Capital Market Intermediaries of their respective obligations as an overall coordinator and/or a capital market intermediary under the Code, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the CSRC, the Stock Exchange, the SFC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in all of the Hong Kong Prospectus, the PHIP and the CSRC Filings or otherwise notified to the CSRC, the Stock Exchange, the SFC and/or any other applicable Authority, as applicable, remains complete, true and accurate in all material respects and not misleading; all information comprising expressions of opinion or intention, forward-looking statements, forecasts and estimates so disclosed or made available have been made after due, careful and proper consideration and are and remain based on grounds and assumptions

referred to in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions and represent and continue to represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group and/or the Warranting Shareholders, and/or any of their respective directors, officers, employees, affiliates or agents; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading.

1.9 The statements relating to the total amount of fees paid or payable to the Sole Sponsor, and the aggregated of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings are complete, true and accurate in all material respects and not misleading.

2 THE COMPANY AND THE GROUP

2.1 As of the date of this Agreement, the Company has the authorised and issued Shares as set forth in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings in the section headed "Share Capital", and all of the issued shares of the Company have been duly authorised and validly issued and are fully paid and non-assessable, have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance or adverse claims.

2.2 The Company has been duly established and is validly existing as a corporation in good standing under the Laws of the PRC, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings, to execute and deliver each of this Agreement and the Operative Documents, to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company comply with the requirements of the Laws of the PRC and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association, the memorandum of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).

2.3 The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).

2.4 (A) The Company has no subsidiaries other than those as set forth the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings; (B) except as disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, the

Company owns all of the issued or registered share capital or other equity interests of or in each of the other members of the Group; (C) other than the share capital or other equity interests of or in the other members of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; all of the issued shares of each of the members of the Group that is a non-PRC person have been duly authorised and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance or adverse claims; (D) the registered capital (in the form of shares or otherwise) of each of the members of the Group that is a PRC person has been duly and validly established, all of such registered capital has been validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Company subject to no Encumbrance or adverse claims; and (E) except as disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding.

2.5 Each member of the Group has been duly incorporated, registered or organised and is validly existing as a legal person with limited liability in good standing under the Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the memorandum and articles of association and other constituent or constitutive documents and the business licence of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation, and are in full force and effect. Each of the members of the Group that is a PRC person has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or to be in material default under applicable PRC Laws and has timely received all requisite certifications from each applicable PRC Authority.

2.6 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is

material to such member of the Group but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, taken as a whole, as described in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings.

3 OFFER SHARES

3.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims; the Offer Shares, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.

3.2 As of the Listing Date, the Company will have the issued share capital as set forth in the section of the Hong Kong Prospectus headed "Share Capital", and, assuming the full exercise of the Over-allotment Option, as of the relevant settlement date for the Option Shares, the Company will have the issued capital as set forth in the section of the Hong Kong Prospectus headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms in all material respects to each description thereof contained in the Hong Kong Prospectus; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the Laws of the PRC.

4 NO CONFLICT, COMPLIANCE AND APPROVALS

4.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets.

4.2 The execution, delivery and performance of this Agreement and the International Underwriting Agreement, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the

fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents or the business licence of any member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or any of its properties or assets.

4.3 Approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.

4.4 Except for the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or the Warranting Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the performance by the Company or the Warranting Shareholders of their respective obligations hereunder or the consummation of the transactions contemplated by this Agreement have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

4.5 Except as described in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, (A) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any H Shares or shares of any other capital stock of the Company, (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any H Shares or any other shares of the Company and (C) no person has the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares; no person has the right, contractual or otherwise, to cause the Company to include any H Shares or any other shares of the Company in the Global Offering.

4.6 (A) The Company and the other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto and (ii) have obtained or made and hold and are in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons,

required in order to own, lease, license and use its properties and assets and conduct its businesses and operations; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in all of the Hong Kong Prospectus, the PHIP and the CSRC Filings; and (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.

4.7 (A) The statements set forth in the section of each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSFC Filings headed "Future Plans and Use of Proceeds" are complete, true and accurate in all material respects and not misleading; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings, have been obtained or made, except as otherwise disclosed in all of the Hong Kong Prospectus, the PHIP and the CSRC Filings, and no event has occurred, and no circumstance exist, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the PHIP and the CSRC Filings, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the memorandum and articles of association or other constituent or constitutive documents of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets.

4.8 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including without limitation the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.

4.9 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.

5 THIS AGREEMENT AND OPERATIVE DOCUMENTS

5.1 Each of this Agreement and the Operative Documents has been duly authorised, executed and delivered by the Company and, when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

5.2 The statements set forth in the sections of the Hong Kong Prospectus headed, respectively, "Structure and Conditions of the Global Offering" and "Underwriting", insofar as they purport to describe the provisions of this Agreement are complete, true and accurate in all material respects and not misleading.

6 ACCOUNTS AND OTHER FINANCIAL INFORMATION

6.1 The Reporting Accountant, whose audit report on certain consolidated financial statements of the Company and the Group is included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Company and the Group included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings give a true and fair view of the consolidated financial position of the Company, the subsidiaries and the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and the subsidiaries for the periods specified, and have been prepared in conformity with International Financial Reporting Standards ("**IFRS**") issued by the Hong Kong Institute of Certified Public Accountants and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and the Group included therein; (C) the pro forma net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such pro forma net tangible assets (and other pro forma financial statements, information and data, if any) are reasonable, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the

compilation of the pro forma net tangible assets (and other pro forma financial statements, information and data, if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings that are not included as required; (E) the Company and the subsidiaries and the Group do not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in all of the Hong Kong Prospectus, the PHIP and draft prospectus submitted as part of the CSRC Filings.

6.3 (A) The prospective information (i) included in the profit forecast as set forth in the memorandum of the board of directors of the Company on profit forecast from 1 April 2025 to 31 December 2025 and on working capital forecast for the period from 1 April 2025 to 30 June 2026 and (ii) included in the estimated capital expenditures and projected cash flows and working capital as set forth in the section of each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings headed "Financial Information - Liquidity and Capital Resources" and in the memorandum of the board of directors of the Company on profit forecast from 1 April 2025 to 31 December 2025 and on working capital forecast for the period from 1 April 2025 to 30 June 2026 (collectively, the "**Prospective Financial Information**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company's knowledge after due and careful inquiry and the bases and assumptions stated in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, and the memorandum of the board of directors of the Company on profit forecast from 1 April 2025 to 31 December 2025 and on working capital forecast for the period from 1 April 2025 to 30 June 2026, as the case may be, and in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the shareholders of the Company for the year ending 31 December 2025 and estimating the capital expenditures of the Company in the period ending 30 June 2026 following the Global Offering and the projected cash flows and working capital of the Company for 12 months from the date of the Hong Kong Prospectus, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company for the year ending 31 December 2025 and fair and reasonable forecasts by the Company of the estimated capital expenditures of the Company for the 12 years following the Global Offering and of the projected cash flows and working capital of the Company for the period ending 30 June 2026, as applicable.

6.4 The unaudited consolidated management financial information of the Company and the subsidiaries as of 31 March 2025 and for the period from 1 January 2025 to 31 March 2025 and other accounting records of the Company and the subsidiaries (A) have been properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of the subsidiaries or to which the Company or any of the Subsidiaries was a party during the period from 1 January 2025 to 31 March 2025, (B) contain no material inaccuracies or discrepancies of any kind, and (C) give a true and fair view of the consolidated financial position of the Company and the subsidiaries as of 31 March 2025 and the consolidated results of operations of the Company and the subsidiaries for the period from 1 January 2025 to 31 March 2025; and there has been no material change in the capital stock, total current assets or total current liabilities / decreases in shareholders' equity / increases in short-term debt or long-term debt of the Group as of 31 March 2025, as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of 31 December 2024 included in the Hong Kong Prospectus.

6.5 The statements set forth in the paragraph headed "4. Critical Accounting Estimates and Judgements" in Appendix I to each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings are complete, true and accurate and not misleading and fully describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company's financial condition and results of operations / require management's most difficult, subjective or complex judgments ("**Critical Accounting Policies**"), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies, and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the board of directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's legal advisers and the Reporting Accountant with regard to such disclosure.

6.6 Each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity of any member of the Group and could reasonably be expected to occur, and (B) all material off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; no member of the Group has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.

6.7 The memorandum of the board of directors of the Company on profit forecast from 1 April 2025 to 31 December 2025 and on working capital forecast for the

period from 1 April 2025 to 30 June 2026, which memorandum has been approved by the Directors and reviewed by the Reporting Accountant in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading, (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reverses in accordance with the Company's accounting policies at the time envisaged by such memorandum will be received; and (C) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum.

6.8 (A) The factual contents of the reports, letters or certificates of the Reporting Accountant are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry; (B) no material information was withheld from the Reporting Accountant for the purposes of their preparation of their report contained in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings and the comfort letters to be issued by the Reporting Accountant in connection with the Global Offering and all information given to the Reporting Accountant for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountant or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the pro forma net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings or their review of the Company's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

7 INDEBTEDNESS AND MATERIAL OBLIGATIONS

7.1 Except otherwise disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any

condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same, and (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of any member of the Group by reason of default of such member of Group or any other person or under any material guarantee given by any member of the Group.

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

7.3 Neither the Company nor any other members of the Group has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk.

7.4 There are no outstanding guarantees or contingent payment obligations of the Company or any other member of the Group in respect of material indebtedness of any party that is not any member of the Group.

8 SUBSEQUENT EVENTS

8.1 Except as otherwise disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material

to such member of the Group, (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 such member of the Group, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to such member of the Group, 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, or (G) incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Group, other than such Encumbrances created in the ordinary course of business of the Company and the relevant member of the Group; (H) had any lapse of any material patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") of the Company or any other member of the Group, any material license thereof, or any material Intellectual Property application by the Company or any other member of the Group; or (I) 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 (H) above.

8.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, no member of the Group has sustained any 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 any action, order or decree of any Authority, except as otherwise disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings.

8.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, 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 the other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.

8.4 (A) There has been no material change in the capital stock, total current assets or total current liabilities, decreases in shareholders' equity or increases in short-term debt or long-term debt of the Group as of (i) the date of this

Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of 31 December 2024 included in the Hong Kong Prospectus; and (B) there has been no material decreases in revenues or gross profit or net profit of the Group during the period from the date of the latest audited consolidated income statement of the Group for the year ended 31 December 2024 included in the Hong Kong Prospectus, to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding year of the Company.

9 ASSETS

9.1 Each of the Company and the other members of the Group has valid, good and marketable title and valid granted long term land use rights and building ownership rights to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all Encumbrances; each real property or building or personal property or asset, as applicable, held under lease by the Company or any of the other members of the Group is held by it under a lease in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms; no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases; neither the Company nor any of the other members of the Group owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material, except as reflected in the audited consolidated financial statements of the Company as of and for the year ended 31 December 2024 included in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in the Disclosure Package.

9.2 (A) The Company and the other members of the Group own, or have obtained (or can obtain on reasonable terms) licences for, or other rights or to use, all the Intellectual Property described in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of

any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the other members of the Group with respect to the Intellectual Property; (D) neither the Company nor any of the other members of the Group has infringed or is infringing the intellectual property of a third party, and neither the Company nor any other member of the Group has received notice of a claim by a third party to the contrary; (E) there are no third parties who have or, to the best of the Company's knowledge, will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which all of the Hong Kong Public Offering Documents disclose is licensed to the Company; (F) to the Company's best knowledge, there is no infringement by third parties of any Intellectual Property; (G) there is no pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any Intellectual Property, and there are, to the best of the Company's knowledge, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property, and there are, to the best of the Company's knowledge, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) to the Company's best knowledge, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property; and (J) to the Company's best knowledge, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in Hong Kong or the PRC having jurisdiction over intellectual property matters.

9.3 (A) All information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications and databases which are currently owned, licensed or used by the Company or any other member of Group (collectively, the "**IT Systems**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and the other members of the Group either legally and beneficially own, or have obtained licences for, or other rights to use, all of the IT Systems; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, the IT Systems is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement; (D) all the records

and systems (including but not limited to the IT Systems) and all data and information of the Company and the other members of the Group are maintained and operated by the Company and the other members of the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the other members of the Group; (E) in the event that the persons providing maintenance or support services for the Company and the other members of the Group with respect to the IT Systems cease or are unable to do so, the Company and the other members of the Group have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the IT Systems; (F) there are no material defects relating to the IT Systems; (G) the Group has in place adequate and effective procedures reasonably designed to prevent unauthorised access and the introduction of viruses to the Information Technology and to enable the taking and storing of backup copies of the software and data; and (H) the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant member of the Group.

9.4 Each of the Company and the other members of the Group have 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 members of the Group is, or is expected to be classified as a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) neither the Company nor any 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 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 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 Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, inter alia, searching them or seizing any documents or other material found there; (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 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 the Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

9.5 Each of the Company and the other members of the Group have 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 data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interests 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.

10 INSURANCE

10.1 The Company and each of the other members of the Group maintain insurance covering their respective businesses, operations, properties, assets and personnel with insurers of recognised financial responsibility as the Company reasonably deems adequate; such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses; all such insurance is fully in force on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement; the Company and the other members of the Group are in compliance with the terms of all such insurance and there are no claims by the Company or any of the other members of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of the other members of the Group has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires; neither the Company nor any of the other members of the Group has been refused any material insurance coverage sought or applied for.

11 COMPLIANCE WITH EMPLOYMENT AND LABOUR LAWS

11.1 Except as otherwise disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, (A) no member of the Group has any material obligation to provide housing provident fund, social

insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits (the "**Scheme**") to any of its present or past employees or to any other person; (B) where the Company or any other member of the Group participates in, or has participated in, or is liable to contribute to any such Schemes, the Group has provided for such Schemes in all material respects by way of an adequately funded pension scheme established for and on behalf of the Company or the relevant member of the Group that is or was the employer of such person or established by the Company or the relevant member of the Group in the name of the relevant present or past employees; (C) neither the Company nor any other member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such Schemes or the applicable Laws; (D) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any other member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors or senior management or key employees of the Company or any other member of the Group have given or been given notice terminating their contracts of employment; (F) there are currently no proposals to terminate the employment or consultancy of any directors, senior management (as disclosed in the Hong Kong Public Offering Documents), consultants or key employees of the Company or any other member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) neither the Company nor any other member of the Group has any material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, senior management (as disclosed in the Hong Kong Public Offering Documents), key employees or consultants by them; (H) no material liability has been incurred by the Company or any other member of the Group for breach of any director's, employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any other member of the Group; (I) all material contracts of service or contracts for services, and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or any other member of the Group are on usual and normal terms with respect to the Company's industry which do not and will not in any way impose any unusual or onerous obligation on the relevant member of the Group and all subsisting contracts of service to which the Company or any other member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective terms (except for provisions in restraint of competition 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 material claims pending or, to the Company's best knowledge, capable of arising against the Company or the relevant members of the Group, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered

by insurance; and (J) each of the Company and the other members of the Group has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors' or employees' or consultants' contracts of services or employment or consultancy.

11.2 (A) There is (i) no dispute with the Directors and no strike, labour dispute, slowdown or stoppage or other conflict or disturbance with the employees of any member of the Group pending or, to the best of the Company's knowledge after due and careful inquiry, threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) to the best of the Company's knowledge after due and careful inquiry, no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of any member of the Group, and (B) there have been and are no violations of any labour and employment Laws of the PRC by any member of the Group or, to the best of the Company's knowledge after due and careful inquiry, by any of the principal suppliers, contractors or customers of any member of the Group.

12 COMPLIANCE WITH ENVIRONMENTAL LAWS

12.1 The Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) in all material respects; except as disclosed in all of the Hong Kong Prospectus, the PHIP and the CSRC Filings, there are no past, present or, to the best of the Company's knowledge after due and careful inquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the best of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

13 INTERNAL CONTROLS

13.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; the Company's current management information and accounting control system has been in operation for at least six months during which neither the Company nor any of the other members of the Group has experienced any material difficulties with regard to clauses (A) through (F) above; to the best of the Company's knowledge after due and careful inquiry, there are no material weaknesses in the Company's internal controls over accounting and financial reporting and no changes in the Company's internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal controls over accounting and financial reporting.

13.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's board of directors and management by others within those entities, and (B) the Company and its board of directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, the Securities and Futures Ordinance and the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Law, including, without limitation, the requirements of the Listing Rules on disclosure of inside information or price-sensitive information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure

that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information or price-sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Law or IFRS (as the case may be)).

13.3 No material information was withheld from the Internal Control Consultant for the purposes of its review of the internal controls of the Company and the other members of the Group and its preparation of its reports to the Company, and all information given to the Internal Control Consultant for such purposes was given in good faith and the factual contents of such report regarding the Company and the other members of the Group are true, complete and accurate in all material respects and no material fact or matter has been omitted. Any issues identified or as otherwise disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of directors with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

13.4 The statutory books, books of account and other records of each of the Company and the other members of the Group are in its possession, up-to-date in all material respects and contain complete and accurate records as required by applicable Laws to be contained in such books and no notice or allegation on the accuracy and rectification of any such books has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been duly and correctly delivered or made.

14 COMPLIANCE WITH BRIBERY, MONEY LAUNDERING AND SANCTIONS LAWS

14.1 No member of the Group nor any director, officer, agent, employee, representative or affiliate of any member of the Group is aware of or has, directly or indirectly, taken iany action in furtherance of an offer, payment, promise to pay, or authoirsation or approval of the payment, made, offered, promised or authorised (A) any contribution, payment or gift of funds or property or anything else of value to any public official or for the entertainment or expenses of any public office or for any political activity (as used herein, "**public official**" includes any official, agent, employee or representative of, or any person acting in an official capacity on behalf of a government or any department, agency, or instrumentality thereof, or government-owned or controlled entity or a public international organisation or a political party or party official or candidate for political office) in Hong Kong or the PRC or any other applicable jurisdiction, where either the payment or the purpose of such

contribution, payment, gift or thing of value was, is, or would be prohibited under any applicable Law of Hong Kong or the PRC or any other applicable jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the relevant member of the Group, and without prejudice to the foregoing, neither any member of the Group nor any director, officer, agent, employee, representative or affiliate of any member of the Group is aware of, has taken any action or engaged in, or will take any action or engage in, any activity or conduct, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery or anti-corruption Laws, and the Company and the other members of the Group have instituted and maintain, and will institute and maintain policies and procedures designed to ensure continued compliance therewith.

14.2 (A) The operations of each member of the Group and directors, officers, agents, employees and affiliates of any member of the Group are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting and other requirements of the Anti-Money Laundering Laws; no action, suit, proceeding, investigation or inquiry by or before any Authority involving any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best of the Company's knowledge after due and careful inquiry, threatened; and the Company and the other members of the Group have instituted and maintain policies and procedures designed to ensure continued compliance with the Ant-Money Laundering Laws. (As used herein, "**Anti-Money Laundering Laws**" refers to all applicable anti-money laundering Laws, regulations or government guidance regarding applicable anti-money laundering, and international anti-money laundering principles or procedures of Hong Kong and the PRC and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation and to the extent applicable, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Organised and Serious Crimes Ordinance (Chapter 455 of the Laws of Hong Kong) and the Anti- Money Laundering Law of the PRC).

14.3 (A) None of the Company, any member of the Group, or any of its directors, supervisors, officers, employees, affiliates, representatives or agents, nor any person acting on behalf of any of them, is, or is owned or controlled by a person that is, currently subject to, or currently a person with whom dealings are restricted or prohibited by any of the Sanctions Laws and Regulations nor located, organised or resident in a country, region or territory that is, or whose government is, subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations; (B) there have been no transactions or connections between any member of the Group, on the one hand, and any country, territory, person or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted

as part of the CSRC Filings in the section headed "Future Plans and Use of Proceeds", and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group, affiliate, joint venture partner or other person or entity, for the purpose of financing or facilitating any activities or business of or transaction with any person or entity, or of, with or in any country or territory, that, at the time of such funding or facilitation, is, or is owned or controlled by a person that is, subject to or a person, entity, country or territory with which dealings are restricted or prohibited by any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement, the consummation of any other transaction contemplated contemplated under this Agreement or the International Underwriting Agreement, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) the Group has maintained policies and procedures reasonably designed to maintain compliance with the Sanctions Laws and Regulations; and (F) none of the Company, any other member of the Group, or any directors, supervisors, officers, or to the Company's best knowledge, employees, agents, representatives or affiliates of the Company or any other member of the Group has engaged in, is now engaged in, or will engage in, any agreement, dealing or transaction with or for the benefit of any person or entity (or involving any property thereof), or of, with or in any country, region or territory, that is subject to any Sanctions Laws and Regulations, or in the manner that could expose such person to penalties under any applicable Sanctions Laws and Regulations. "**Sanctions Laws and Regulations**" means economic or financial sanctions, restrictive measures, trade embargoes or export control laws and regulations imposed, administered or enforced from time to time by any sanctions authority, including (i) the United States, (ii) the United Nations Security Council, (iii) the European Union, (iv) the United Kingdom, (v) the respective governmental institutions of any of the foregoing, including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, the U.S. Department of State, any other agency of the U.S. government, and His Majesty's Treasury, or (vi) any other relevant sanctions authority.

15 EXPERTS

15.1 Each of the expert as set out in "Appendix VII – Statutory and General Information – F. Other Information – 7. Qualification of experts" (the "**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 of any conflict of interest and has granted and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in the Hong Kong Public Offering Documents.

15.2 (A) The factual contents of the reports, opinions, letters or certificates of the Experts and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry; and (B) no material information was withheld from the Experts or any professional adviser of the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

16 FORWARD-LOOKING STATEMETNS AND STATISTICAL OR MARKET DATA

16.1 Each forward-looking statement contained in the Hong Kong Public Offering Documents has been made or reaffirmed with a reasonable basis and present knowledge and in good faith.

16.2 All statistical or market-related or operational data included in the Hong Kong Public Offering Documents that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical or market- related data included in the Hong Kong Public Offering Documents that come from sources other than the Company are based on or derived from sources described therein that, to the Company's best knowledge, are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

16.3 With respect to any research reports issued by an Underwriter, None of the Company, any member of the Group and/or the Warranting Shareholders, and/or any of their respective directors, officers, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in the Hong Kong Prospectus or publicly available, to any research analyst.

17 MATERIAL CONTRACTS , RELATED PARTY TRANSACTIONS AND CONNECTED TRANSACTIONS

17.1 All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or any of the other members of the Group is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus, the PHIP, an draft prospectus submitted as part of the CSRC Filings or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Sole Sponsor and the Overall Coordinator, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company nor any other member of the Group, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and no such termination or non-renewal has been threatened by the Company or any other member of the Group or, to the Company's knowledge, any other party to any such material contract.

17.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings headed "Appendix VII – Statutory and General Information – B. Further Information about our Business – 1. Summary of material contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms. The disclosure of such material contracts in the Hong Kong Public Offering is true and accurate in all material respects and not misleading.

17.3 None of the Company and the other members of the Group has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on six months' notice or less).

17.4 None of the Company and the other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.

17.5 Neither the Company nor any of the other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

17.6 None of the Company and the other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly,

competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any of the other members of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

17.7 No indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or the relevant member of the Group, on the one hand, and any current or former director or any officer of the Company or of the relevant member of the Group, or the Warranting Shareholders, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.

17.8 Neither the Warranting Shareholders nor any of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group / is in competition with the business of any member of the Group to the extent that there could be a conflict of interests between the Warranting Shareholders or such Director, as the case may be, or any of his or her or its associates (as the term is defined in the Listing Rules) and the general body of shareholders of the Company, nor is the Warranting Shareholders or any of the Directors interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or any other member of the Group. Neither the Warranting Shareholders nor any of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date and which is material in relation to the business of the Company or such other member of the Group.

17.9 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company and the Sole Sponsor, and such authority and confirmations remain in full force and effect.

17.10 In respect of the connected transactions (as defined under the Listing Rules) of the Group (the "**Connected Transactions**") and the related party transactions of the Group (the "**Related Party Transactions**"): (i) the statements contained in the Hong Kong Prospectus relating to the lack of Connected Transactions upon the Listing and the Related Party Transactions are true, accurate, complete and not misleading or deceptive in all material respects and there are no other facts the omission of which would make any such statements misleading or deceptive, and there are no other Connected Transactions or Related Party Transactions which have not been disclosed in the Hong Kong Prospectus; (ii) all information (including but not limited to historical figures) and documentation provided by the Company or any of the other members of the Group to the Sole Sponsor are true and 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 Hong Kong 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.

17.11 Except as disclosed in the Hong Kong Public Offering Documents, no material indebtedness (actual or contingent) and no material contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or the relevant member of the Group, on the one hand, and any supervisor or any current director or any officer of the Company or of the relevant member of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.

17.12 To the Company's best knowledge, neither the Warranting Shareholders nor any of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, nor is any of the Warranting Shareholders or Directors interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or any other member of the Group. Neither the Warranting Shareholders or any of the Directors, nor, to the Company's best knowledge, any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date and material in relation to the business of any member of the Group.

17.13 All the interests or short positions of each of the Directors in the Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, and in any assets which, in the two years preceding the date of the Hong Kong Prospectus , have been acquired or disposed of by, or leased to, the Group, are fully, completely and accurately disclosed in the Hong Kong Public Offering Documents.

18 TAXATION

18.1 All returns, reports or filings required to be filed by or in respect of the Company or any of the other members of the Group for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any material dispute with any taxing or other Authority and to the best of the Company's knowledge after due and careful inquiry, there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid, other than those being contested in good faith by legal actions, suits or proceedings and for which adequate reserves have been provided; there is no deficiency for any Taxes of any material amount that has been asserted against the Company or any of the other members of the Group; the statements set forth in each of the Hong Kong Prospectus, the PHIP and the CSRC Filings in relation to taxation are complete, true and accurate in all material respects and not misleading.

18.2 Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any of the other members of the Group by any PRC Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any PRC Law.

18.3 Except as described in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in the PRC, or to any taxing or other Authority thereof or therein in connection with (A) the execution and delivery of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in the Hong Kong Prospectus, or (E) the deposit of the Offer Shares with the HKSCC.

19 DIVIDENDS

19.1 All dividends and other distributions declared and payable on the Shares to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority, and, except as disclosed in all of the Hong Kong Prospectus, the PHIP and the draft prospectus submitted as part of the CSRC Filings, are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong or the PRC or by Hong Kong or the PRC or any taxing or other Authority thereof or therein.

19.2 No member of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other member of the Group.

19.3 Since the date of the latest audited consolidated financial statements included in the Hong Kong Public Offering Documents, the Company has not purchased any of its issued capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock or transferred or distributed any cash or other assets to any other member of the Group.

20 MARKET CONDUCT

20.1 Except for the appointment of the Stabilising Manager of the Global Offering as disclosed in the Hong Kong Public Offering Documents, none of the Company and the other members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sole Sponsor or the Overall Coordinator has notified the Company of all of the International Offer Shares have been sold by the International Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC, or any other Authority including those in relation to book-building and placing activities.

20.2 Except for the appointment of the Stabilising Manager of the Global Offering as disclosed in the Hong Kong Public Offering Documents, none of the Company and the other members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in 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 Securities and Futures Ordinance; or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

21 LITIGATION AND OTHER PROCEEDINGS

21.1 There are (A) no actions, suits, proceedings, investigations or inquiries in any jurisdiction or under any Laws or by or before any Authority pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or contemplated to which any member of the Group or the Warranting Shareholders or any of their respective directors, officers or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, or before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Laws that have been enacted, adopted or issued or, to the best of the Company's knowledge after due and careful inquiry, that has been proposed by any Authority, and (C) no judgments, decrees or orders of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be described in the Hong Kong Public Offering Documents but are not so described. Without prejudice to the generality of the foregoing, to the Company's best knowledge, no Authority having jurisdiction over the Company has, where applicable, in its review and examination of the Company or any other member of the Group, raised or identified any material issues regarding the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance, of the Company or the relevant member of the Group.

21.2 None of the Company, the other members of the Group and the Warranting Shareholders, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group or (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group.

21.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties, except as would not or could not reasonably be expected to, individually or in aggregate, result in a Material Adverse Effect.

21.4 No member of the Group has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent, except as would not or could not reasonably be expected to, individually or in aggregate, result in a Material Adverse Effect.

22 IMMUNITY

22.1 Under the applicable Laws of the jurisdiction of incorporation of each member of the Group, neither the Company nor the other members of the Group, nor any of the properties, assets or revenues of the Company or the other members of the Group is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

22.2 The irrevocable and unconditional waiver and agreement of the Company and the Warranting Shareholders in Clause 16 of this Agreement not to plead or claim any immunity (on the grounds of sovereignty or crown status or otherwise) in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of Hong Kong and/or the PRC.

23 CHOICE OF LAW AND DISPUTE RESOLUTION

23.1 (A) The choice of law provisions set forth in this Agreement do not contravene the Laws of the PRC and Hong Kong and will be recognised and given effect to by the courts of the PRC and Hong Kong; (B) the Company can sue and be sued in its own name under the Laws of the PRC and Hong Kong; (C) the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of the PRC and Hong Kong and will be recognised and given effect to by the courts of the PRC and Hong Kong; (D) the agreement of the Company to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; (E) service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company; (F) the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; and (G) any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognised and enforced by the courts of the PRC and Hong Kong.

23.2 It is not necessary under the Laws of Hong Kong or the PRC that any of the International Underwriters or Hong Kong Underwriters (other than those incorporated or organised under the Laws of Hong Kong or the PRC) should be licensed, qualified or entitled to carry out business in Hong Kong or the PRC

(A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

24 PROFESSIONAL INVESTOR

24.1 The Company and the Warranting Shareholders have read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean "the Company", "the Warranting Shareholders" (as applicable) and "we" or "us" or "our" shall mean the Sole Sponsor and the Underwriting Parties.

25 NO OTHER ARRANGEMENTS RELATING TO SALE OF OFFER SHARES

25.1 Except pursuant to this Agreement and the International Underwriting Agreement, neither the Company nor any of the other members of the Group has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus.

25.2 Neither the Company nor any of the other members of the Group has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, and Cornerstone Investment Agreements.

25.3 Neither the Company, any of the other members of the Group, the Warranting Shareholders, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus. No member of the Group nor any director, 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 Hong Kong Prospectus.

26 CERTIFICATES FROM OFFICERS

26.1 Any certificate signed by any officer of the Company or of any of the other members of the Group and delivered to the Sole Sponsor, the Underwriting Parties or any International Underwriter or any counsel for the Underwriting Parties and the International Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor or the Underwriting Parties.

Part B: Additional Representations and Warranties of the Warranting Shareholders

The Warranting Shareholders jointly and severally represents, warrants and undertakes to the Sole Sponsor and the Underwriting Parties and each of them as follows:

1 **VALID EXISTENCE**

1.1 The Warranting Shareholders which are corporations have been duly incorporated and are validly existing as corporations in good standing under the Laws of the PRC with full right, power and authority (corporate and other) to execute and deliver this Agreement.

2 **EXECUTION OF AGREEMENTS**

2.1 This Agreement has been duly authorised, executed and delivered by the Warranting Shareholders and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Warranting Shareholders, enforceable in accordance with its terms.

2.2 The execution and delivery of this Agreement and the International Underwriting Agreement, the issuance and sale of the International Offer Shares and the Hong Kong Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfillment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Warranting Shareholders pursuant to (A) the memorandum and articles of association" / "memorandum and bye-laws" / "articles of association" / "charter" or other constituent or constitutive documents of the Warranting Shareholders, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Warranting Shareholder is a party or by which the Warranting Shareholder is bound or any of his properties or assets may be bound or affected, or (C) any Laws applicable to the Warranting Shareholders or any of their respective properties or assets.

3 **INFORMATION PROVIDED**

3.1 All information included in each of the the Hong Kong Public Offering Documents, the PHIP and the CSRC Filings with respect to the Warranting Shareholders (to the extent the statements are not redacted in compliance with the requirements under the Listing Rules) did not contain or will not contain an untrue statement of a material fact or did not omit or will not omit to state a

material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3.2 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Warranting Shareholders or any director, officer, employee, affiliate or agent of the Warranting Shareholders to the CSRC, the Stock Exchange, the SFC and/or any applicable Authority. The Sole Sponsor, the Underwriting Parties, the International Underwriters, the Reporting Accountant, the Internal Control Consultant, and/or the legal and other professional advisers for the Company or the Underwriters, for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in the Disclosure Package or provided for or in the course of due diligence or the discharge by the Sole Sponsor of its obligations as sponsor to the listing of the Company, and the responses to queries and comments raised by the CSRC, Stock Exchange, the SFC or any applicable Authority) was so disclosed or made available in full and in good faith and, except as subsequently disclosed in all of the the Hong Kong Public Offering Documents, the PHIP and the CSRC Filings or notified to the CSRC, the Stock Exchange, the SFC and/or any other applicable Authority, as applicable, was and remains complete, true and accurate in all material respects and not misleading, and there is no other information which has not been provided the result of which would make the information so received misleading.

4 NO WINDING UP APPLICATION

4.1 Neither the Warranting Shareholders nor any person acting on their behalf has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate the Company or any of the other members of the Group or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of the other members of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company or any of the other members of the Group.

5 CHOICE OF LAW AND DISPUTE RESOLUTION

5.1 (A) The choice of law provisions set forth in this Agreement do not contravene the Laws of the PRC and Hong Kong and will be recognised and given effect to by the courts of the PRC and Hong Kong; (B) the Warranting Shareholders can sue and be sued in its own name under the Laws of the PRC and Hong Kong; (C) the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of the PRC and Hong Kong and will be recognised and given effect to by the courts of the PRC and Hong Kong; (D) the agreement of the Company to resolve any dispute by arbitration at the

HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; (E) service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company; (F) the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; and (G) any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognised and enforced by the courts of the PRC and Hong Kong.

6 IMMUNITY

6.1 Under the applicable Laws of the jurisdiction of incorporation of the Warranting Shareholders, neither the Warranting Shareholders nor any of their properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

6.2 The irrevocable and unconditional waiver and agreement of the Warranting Shareholders in Clause 16 of this Agreement not to plead or claim any immunity (on the grounds of sovereignty or crown status or otherwise) in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Warranting Shareholders under the Laws of Hong Kong and/or the PRC.

7 CERTIFICATES FROM OFFICERS

7.1 Any certificate signed by any officer of the Warranting Shareholders (if they are corporate) and delivered to the Sole Sponsor or the Underwriting Parties or the International Underwriters or any counsel for the Underwriting Parties and the International Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Warranting Shareholders, as to matters covered thereby, to the Sole Sponsor or the Underwriting Parties or the International Underwriters.

8 CAPACITY AND AUTHORITY

8.1 Each of the Warranting Shareholders has obtained all necessary Approvals and Filings of and from, and has made all declarations and filings with all national,

provincial, municipal, local foreign and other bodies, agencies and 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 in the manner described in the Hong Kong Prospectus and the Disclosure Package and such Approvals and Filings contain no burdensome restrictions not described in the Hong Kong Prospectus and the Disclosure Package. The Warranting Shareholders have no reason to believe that any body, agency or Authority is considering, nor have the Warranting Shareholders taken any action for the purpose of modifying, suspending or revoking any such Approval, and the Warranting Shareholders are in compliance with the provisions of all such Approvals and Filings. Each of the Warranting Shareholders is in compliance with the provisions of all such Approvals and Filings. Each of the Warranting Shareholders is conducting its business in accordance with, and is not in violation of, any Laws to which the relevant Warranting Shareholder 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.

8.2 The execution and delivery of, and the performance by each of the Warranting Shareholders 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:

8.2.1 result in a breach of any provision of the memorandum and articles of association/bye-laws (or equivalent constitutive documents) of any of the Warranting Shareholders which are corporations;

8.2.2 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 Warranting Shareholders is a party or by which any of the Warranting Shareholders or any of their respective assets is bound;

8.2.3 result in a breach of any Laws to which any of the Warranting Shareholders is subject or by which any of the Warranting Shareholders or any of their respective assets is bound;

8.2.4 require any Approvals and Filings from any Authority or regulatory body or the sanction or consent of its shareholders which has not been obtained as of the date hereof; or

8.2.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Warranting Shareholder.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

A. LEGAL DOCUMENTS

1. three certified true copies of the resolutions / minutes of the meeting of the board of Directors of the Company:

   (a) approving and authorising the execution of this Agreement, the International Underwriting Agreement, and each of the Operative Documents to which the Company is a party and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   (b) approving the Global Offering and any issue of the H Shares pursuant thereto;

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

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

   (e) approving the Verification Notes (subject to any necessary amendments); and

   (f) approving and authorising the execution of FINI agreement.

2. three certified true copies of the resolutions passed by written resolutions of the Shareholders approving the matters referred to in the paragraph headed "Appendix VII – Statutory and General Information – 3. Shareholders' Resolutions of our Company" to the Hong Kong Prospectus.

3. three certified true copies of the resolutions of the directors of each of the Warranting Shareholders which is a corporate (namely, Xiamen Rongxin, Xiamen Gaoli Zhongcheng and Xiamen Gaoli Hezhong) approving and authorising, among other things, the execution of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party and such other documents as may be required to be executed by each of them in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.

4. three certified true copies of each of the (a) business licence, (b) certificate of registration of non-Hong Kong company (pursuant to Part 16 of the Companies Ordinance) and (c) current business registration certificate of the Company.

5. three certified true copies of the articles of association of the Company adopted on 23 May 2025.

B. HONG KONG PUBLIC OFFER DOCUMENTS

6. An electronic copy of the Hong Kong Prospectus digitally signed by two Directors or their respective duly authorised attorneys to be stored in an USB drive or a CD-ROM and, if digitally signed by their respective duly authorised attorneys, three certified true copies of the relevant powers of attorneys.

7. three signed originals or certified true copies of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the section headed "Appendix VII – Statutory and General Information – F. Other Information – 8. Consents of Experts" of the Hong Kong Prospectus (excluding the Sole Sponsor) containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names and where relevant, their reports and letters in the form and context in which they are included.

8. three signed originals or certified true copies of the certificate as to the accuracy of the Chinese translation of the Hong Kong Prospectus issued by the translator of iPro Financial Press Limited to the Registrar of Companies.

9. three certified true copies of the certificate of authorisation of registration of the Hong Kong Prospectus from the Stock Exchange.

10. three certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus under section 342C of the Companies (WUMP) Ordinance.

11. three certified true copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules) for clearance, settlement, deposit and withdrawal in CCASS.

12. three certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedure

C. DIRECTORS' AND SUPERVISORS RELATED DOCUMENTS, MATERIAL CONTRACTS AND OTHER AGREEMENTS

13. three signed originals or certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors (except as already provided in item 6 above) confirming, among

other things, his/her responsibility for the contents of the Hong Kong Prospectus in the terms of the responsibility statement contained in the Hong Kong Prospectus and his/her interests relating to the Company disclosed in the Hong Kong Prospectus.

14. three certified true copies of the service contracts or letter of appointment of each of the Directors and the Supervisors.

15. three certified true copies of each of the material contracts referred to in the section headed "Appendix VII – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" of the Hong Kong Prospectus (other than this Agreement) duly signed by the parties thereto.

16. three certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

17. three certified true copies of the Registrar Agreement duly signed by the parties thereto.

18. three certified true copies of the FINI agreement duly signed by the parties thereto.

19. three certified true copies of the Cornerstone Investment Agreements duly signed by the parties thereto.

20. three certified true copies of the compliance adviser agreement duly signed by the parties thereto.

D. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

21. three signed originals of the accountant's report dated the Hong Kong Prospectus Date from the Reporting Accountant, the text of which is contained in Appendix I to the Hong Kong Prospectus.

22. three signed originals of the letter in agreed form from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), which shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.

23. three signed originals of the letter in agreed form from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group as of 31 December 2024, the text of which is contained in Appendix II to the Hong Kong Prospectus.

24. three signed originals of the comfort letter in agreed form from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), which shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

25. three signed originals of the memorandum of profit forecast of the Company from 1 April 2025 to 31 December 2025 and working capital forecast of the Company for the period from 1 April 2025 to 30 June 2026 signed by two executive Directors for and on behalf of the Board.

26. three copies of the unaudited consolidated management accounts of the Group for the period from 1 January 2025 to 31 March 2025 certified by any Executive Director.

E. CONFIRMATIONS AND UNDERTAKINGS

27. three signed originals of the certificate in agreed form dated the Hong Kong Prospectus Date signed by the Company and the Warranting Directors addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) confirming that, (i) save to the extent superseded by subsequent disclosure to the Stock Exchange and the SFC (as the case may be) in writing, all written submissions and replies to questions from the Stock Exchange and the SFC in connection with the application for listing of the Shares given by the Sole Sponsor or other parties involved in the Global Offering were and remain true, accurate, complete and not misleading in all material respects; (ii) the statement about the sufficiency of working capital contained in the Hong Kong Prospectus is a statement which reflects the view of the Directors and has been made by the Directors after due and careful enquiry; and (iii) the statement of indebtedness and other financial information of the Group contained in the Hong Kong Prospectus were and remain true, accurate and complete and not misleading in all material respects.

28. three signed originals of the certificate in agreed form dated the Hong Kong Prospectus Date by the Warranting Directors addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), confirming the statements with respect to the business, financial and operating data and other identified information contained in the Hong Kong Prospectus, are true and accurate in all material respects and not misleading as at the Hong Kong Prospectus Date.

29. three signed originals of the certificate in agreed form dated the Hong Kong Prospectus Date and signed by the Company, the Warranting Directors and the Warranting Shareholders and addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) to the effect that (i) the representations, warranties and undertakings of the Company, the Warranting Directors and

the Warranting Shareholders contained in this Agreement are true and accurate in all material respects and not misleading or deceptive as of the Hong Kong Prospectus Date; (ii) there has been no event making any of the Warranties untrue, inaccurate, misleading, deceptive or breached in any material respect as of the Hong Kong Prospectus Date; (iii) none of the events as set forth in Clause 11 has occurred prior to or upon the Hong Kong Prospectus Date; (iv) each of the Company, the Warranting Directors and the Warranting Shareholders has complied with all of its obligations in all material respects and satisfied all of the conditions on its part to be performed or satisfied hereunder in all material respects on or before the Hong Kong Prospectus Date; and (v) as at the Hong Kong Prospectus Date, there has been no material adverse change or development involving a prospective adverse change in the condition (financial or otherwise) in the business, prospect, shareholder's equity or results of operation of the Group since the date of this Agreement.

30. three certified true copies or signed originals of the undertaking from each of the Warranting Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

31. three certified true copies or signed originals of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

F. LEGAL OPINIONS AND REPORTS

32. The following legal opinions from the legal advisers to the Company:

    (a) three signed originals of the legal opinions in agreed form from Tenet & Partners, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), in respect of, inter alia, (i) the properties owned and/or leased by the Group in the PRC; and (ii) the establishment, business, legal status and other matters of the Group under PRC Laws;

    (b) three signed originals of the memorandum in agreed form from Stephen Peepels, legal adviser to the Company as to International Sanctions law, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) in respect of, inter alia, the Group's exposure to relevant International Sanctions law;

    (c) three signed originals of the legal opinions in agreed form from Jingtian & Gongcheng LLP, legal advisers to the Company as to Hong Kong Laws, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries);

(d) three signed originals of the legal opinions in agreed form from Icon Law LLC, legal advisers to the Company as to Singapore Laws, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries); and

(e) three signed originals of the legal opinions in agreed form from Robin Lynn & Lee in collaboration with DFDL, legal advisers to the Company as to Malaysian Laws, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).

33. three signed originals of the legal opinion in agreed form from Zhong Lun Law Firm, legal advisers to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), in respect of, inter alia, (i) the properties owned and leased by the Group in the PRC and (ii) the establishment, business, legal status and other matters of the Group under PRC Laws.

34. three signed originals or certified true copies of the industry report in agreed form prepared by the Industry Consultant referred to in the section headed "Industry Overview" of the Hong Kong Prospectus.

35. three signed originals or certified true copies of the internal control report in agreed form prepared by the Internal Control Consultant, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) relating to the internal control matters of the Group.

36. three signed originals or certified true copies of the valuation report in agreed form prepared by the Peak Vision Appraisals Limited, property valuer of the Company, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) relating to the valuation of the property interests of the Group for the New Xiamen Base, the text of which is contained in Appendix VI to the Hong Kong Prospectus.

Part B

A. RESOLUTIONS

1. three certified true copies of resolutions / minutes of the meeting of the board of Directors or a duly authorised committee of the board of Directors or the authorised person(s) approving, among other things, the Offer Price, the Price Determination Agreement, the basis of allotment and allotment of H Shares to the allottees and the issue and allotment of the International Offer Shares.

B. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

2. three signed originals of the Hong Kong bringdown comfort letters in agreed form from the Reporting Accountant, dated the Listing Date and addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), which shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

C. LEGAL OPINIONS

3. The following legal opinions from the legal advisers to the Company:

   (a) three signed originals of the closing legal opinion in agreed form of Tenet & Partners, legal advisers to the Company as to the PRC Laws, addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date (each including a bringdown opinion of the opinions under item 32(a) of Part A);

   (b) three signed originals of the closing legal opinion in agreed form of Stephen Peepels, legal advisers to the Company as to International Sanctions law, addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) (each including a bringdown opinion of the opinions under item 32(b) of Part A);

   (c) three signed originals of the closing legal opinion in agreed form from Jingtian & Gongcheng LLP, legal advisers to the Company as to Hong Kong Laws, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) (each including a bringdown opinion of the opinions under item 32(c) of Part A);

   (d) three signed originals of the closing legal opinion in agreed form from Icon Law LLC, legal advisers to the Company as to Singapore Laws, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) (each including a bringdown opinion of the opinions under item 32(d) of Part A) and

(e) three signed originals of the closing legal opinion in agreed form from Robin Lynn & Lee in collaboration with DFDL, legal advisers to the Company as to Malaysian Laws, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) (each including a bringdown opinion of the opinions under item 32(e) of Part A).

4. three signed originals of the closing legal opinion in agreed form of Zhong Lun Law Firm, legal advisers to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) as to the PRC Laws, addressed to the Sole Sponsor, and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) dated the Listing Date (each including a bringdown opinion of the opinions under item 33 of Part A).

D. CONFIRMATIONS

5. three signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Sole Sponsor, the Underwriting Parties, the legal advisers to the Sole Sponsor and the Underwriting Parties the Reporting Accountant, the legal advisers to the Company as to Singapore Laws and the Internal Control Consultant).

6. three signed originals of the certificate in agreed form dated the Listing Date signed by the Company and the Warranting Directors addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) confirming that, (i) save to the extent superseded by subsequent disclosure to the Stock Exchange and the SFC (as the case may be) in writing, all written submissions and replies to questions from the Stock Exchange and the SFC in connection with the application for listing of the Shares given by the Sole Sponsor or other parties involved in the Global Offering were and remain true, accurate, complete and not misleading in all material respects; (ii) the statement about the sufficiency of working capital contained in the Hong Kong Prospectus is a statement which reflects the view of the Directors and has been made by the Directors after due and careful enquiry; and (iii) the statement of indebtedness and other financial information of the Group contained in the Hong Kong Prospectus were and remain true, accurate and complete and not misleading in all material respects.

7. three signed originals of the certificate in agreed form dated the Listing Date by the Warranting Directors addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), confirming the statements with respect to the business, financial and operating data and other identified information contained in the Hong Kong Prospectus, are true and accurate in all material respects and not misleading as at the Listing Date.

8. three signed originals of the certificate in agreed form dated the Listing Date and signed by the Company, the Warranting Directors and the Warranting Shareholders and addressed to the Sole Sponsor and the Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) to the effect that (i) the representations, warranties and undertakings of the Company, the Warranting Directors and the Warranting Shareholders contained in this Agreement are true and accurate in all material respects and not misleading or deceptive as of the Listing Date; (ii) there has been no event making any of the Warranties untrue, inaccurate, misleading, deceptive or breached in any material respect as of the Listing Date; (iii) none of the events as set forth in Clause 11 has occurred prior to or upon the Listing Date; (iv) each of the Company, the Warranting Directors and the Warranting Shareholders has complied with all of its obligations in all material respects and satisfied all of the conditions on its part to be performed or satisfied hereunder in all material respects on or before the Listing Date; and (v) as at the Listing Date, there has been no material adverse change or development involving a prospective adverse change in the condition (financial or otherwise) in the business, prospect, shareholder's equity or results of operation of the Group since the date of this Agreement.

9. three signed original certificates issued by a joint company secretary of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

E. OTHERS

10. An electronic copy of the letter from the Stock Exchange approving the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.

11. three certified true copies of the Price Determination Agreement, each duly signed by the parties thereto.

For the purpose of this Schedule, "certified true copy" shall mean a copy duly certified by a Director or the legal advisers of the relevant jurisdiction.

SCHEDULE 5
SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of **Clause 4.7**. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the **HK eIPO White Form** at www.hkeipo.hk, or through HKSCC EIPO channel complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with **Clause 4.4**. Copies of records for such applications will have to be faxed to the Overall Coordinator immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "Hong Kong Sub-underwriter's Application"), to the extent practicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules, as follows:

   1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);

   1.2 a corporation having total assets of at least HK$40 million (or its equivalent) or a portfolio of at least HK$8 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;

   1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" in section 1 of Part 1 of SCHEDULE 1 to the Securities and Futures Ordinance;

   1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and

   1.5 a partnership with a portfolio of no less than HK$8 million (or its equivalent) or total assets of not less than HK$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16

months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.

2. We have categorised you as a Corporate 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 Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3. As a consequence of your categorisation as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code (i.e. that you have the appropriate corporate structure and investment process and controls, the person(s) responsible for making investment decisions on behalf of you has/have sufficient background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement), we are not required to fulfil certain requirements under paragraphs 15.4 and 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements). 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.

3.1 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.

3.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings or risk disclosure statements in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

3.3 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.

3.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.5 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.

3.6 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.

3.7 Suitability

When making a recommendation or solicitation, we are not required to ensure that such recommendation or solicitation is suitable for you.

3.8 Investor characterisation/disclosure of transaction related information

We are not required to assess your knowledge of derivatives and characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information (as set out in paragraph 8.3A of the Code) to you.

3.9 Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority to you or re-confirm it with you on an annual basis, or to disclose to you benefits receivable for effecting transactions for you under a discretionary account.

3.10 Complex products

We are not required to ensure that a transaction in a complex product is suitable for you, to provide sufficient information about a complex product to you or to provide you with warning statements.

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

5. If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.

6. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience 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.

7. 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 Corporate 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 Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

8. 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 where such would otherwise be required.

B. Individual Professional Investor

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules, as follows:

1.1 an individual having a portfolio of not less than HK$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant, or (iii) a public filing submitted by or on behalf of the individual, when any one or more of the following are taken into account: (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate, or (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

2. We have categorised you as an Individual 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 an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3. As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as an Individual Professional Investor and to dispense with the relevant requirements). 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.

3.1 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.

3.2 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.3 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.

4. You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

6. 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 an Individual 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 an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

7. 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 where such would otherwise be required.

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

SEALED with the **COMMON SEAL** and)
SIGNED by Xu kaiming)
for and on behalf of)
RONGTA TECHNOLOGY (XIAMEN))
GROUP CO., LTD.)
)
容大合眾(廈門)科技集團股份公司

in the presence of:- 胡蓮法

SIGNED, SEALED and)
DELIVERED)
as a **DEED** by **Xu Kaiming (許開**)
明)
in the presence of: 胡蓮洪

.....

SIGNED, SEALED and)
DELIVERED)
as a **DEED** by **Xu Kaihe (許開河)**) .....
in the presence of:

SIGNED, SEALED and DELIVERED)

as a DEED by Lin Yanqin (林燕琴))

in the presence of:)

林燕琴 .....



SIGNED, SEALED and)
DELIVERED)
as a **DEED** by **Xu Kaiming (許開**)
明)

.....

in the presence of: 胡蓮洪

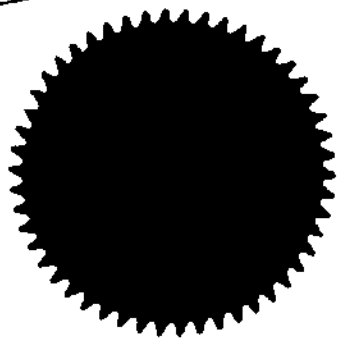
SIGNED, SEALED and)
DELIVERED)
as a **DEED** by **Xu Kaihe (許開河)**) .....
in the presence of:

SEALED with the **COMMON SEAL** and)
SIGNED by Xu Kaiming)
for and on behalf of)
XIAMEN RONGXIN INVESTMENT CO.,)
LTD.*)
廈門容信投資有限公司)
)
in the presence of:- 胡建法

SEALED with the **COMMON SEAL** and)
SIGNED by Xu Kaiming)
for and on behalf of)
XIAMEN GAOLI HEZHONG INVESTMENT)
PARTNERSHIP LIMITED PARTNERSHIP*)
(廈門高立合眾投資合夥企業（有限合夥））)
in the presence of:- 胡蓮法)







SEALED with the **COMMON SEAL** and)
SIGNED by Xu Kaihe)
for and on behalf of)
XIAMEN GAOLI ZHONGCHENG)
INVESTMENT PARTNERSHIP LIMITED)
PARTNERSHIP*)
)
廈門高立眾成投資合夥企業(有限合夥))

in the presence of:-

SIGNED by)
Wu Ka Chun, Authorised Signatory)
for and on behalf of)
YUE XIU CAPITAL LIMITED)
in the presence of:-)
)
)
)
)
)
)
)
)

Name: Ng Chun Lok
Title: Senior Associate, Corporate Finance

SIGNED by)
Lo Mun Keung, Authorised Signatory)
for and on behalf of)
YUE XIU SECURITIES COMPANY)
LIMITED)
in the presence of:-)
)
)
)
)
)
)
Name: Zhang Zhiliu)
Title: Senior Associate, ECM)

SIGNED by)
Wu Ka Chun, Authorised Signatory)
for and on behalf of)
YUE XIU CAPITAL LIMITED)
as attorney for and on behalf of each of the other)
)
HONG KONG UNDERWRITERS)
(as defined herein))
)
in the presence of:-)
)
)
)
)
)
)
Name: Ng Chun Lok)
Title: Senior Associate, Corporate Finance)

SIGNED by)
Lo Mun Keung, Authorised Signatory)
for and on behalf of)
YUE XIU SECURITIES COMPANY)
LIMITED)
as attorney for and on behalf of each of the other)
)
HONG KONG UNDERWRITERS)
(as defined herein))
)
in the presence of:-)
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)
Name: Zhang Zhiliu)
Title: Senior Associate, ECM)

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

27 May 2025
2025 年 5 月 27 日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

LI SHUHAN
李舒菡

AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on 27 May 2025
本协议（本"**协议**"）订立于 2025 年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");

容大合众(厦门)科技集团股份公司，一家于 2010 年 12 月 20 日在中国注册成立的有限责任公司，后于 2019 年 10 月 28 日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路 88 号容大科技园（"**本公司**"）；

LI SHUHAN (Identity Card Number of Hong Kong Special Administrative Region of the People's Republic of China: M461404(1)), whose address is located at Unit 4B, Building C, Tian E Bao, Nanshan District, Shenzhen (the "**Investor**");
李舒菡（中华人民共和国香港特别行政区身份证号：M461404(1)）其地址位于深圳市南山区天鹅堡 C 栋 4B（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其 H 股在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售 1,840,000 股 H 股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"**国际发售**"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"联属人士"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"财汇局"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"总投资额"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"批准"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"联系人／紧密联系人"须具有上市规则赋予该词的涵义，"多位联系人／多位紧密联系人"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"经纪佣金"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"营业日"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）;

"**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"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"交割"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"公司条例"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"公司（清盘及杂项条文）条例"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）;

"**connected person/core connected person**" shall, unless the context otherwise requires, 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"，除文意另有规定外，须具有上市规则赋予该词的涵义，"多位关连人士／多位核心关连人士"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；

"**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》**"指中国证监会发布的经不时修订、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》及相关指引；

"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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

无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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

订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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

订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"**予以处置**"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"**FINI**"应具有上市规则中赋予该术语的含义；

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

"全球发售"具有鉴于序文(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 (including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"政府机关"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所(包括但不限于香港联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关,无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关;

"**Group**" means the Company and its subsidiaries;
"本集团"指本公司及其附属公司;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"港元"指香港法定货币;

"**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"具有鉴于序文(A)赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股,将以港元认购和交易,并将在联交所上市;

"**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;
"受偿方"具有第6.5条赋予该词的涵义;并且"受偿方"应视文意而定,指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
"国际发售"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;

"国际发售通函"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义；

"**Investor Shares**" means the number of 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 Coordinator;
"投资者股份"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份；

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"投资者子公司"具有第 2.2 条赋予该词的涵义；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"法律"指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定；

"**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 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"指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）和占总投资额的 0.00015%的财汇局交易征费（或者于上市日期适用的交易征费）；

"**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 股最初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;
"上市指引"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》；

"**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;

"**上市规则**"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失"具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方,"**一方**"指其中任何一方(视文意规定);

"**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,仅就本协议而言,不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者(包括投资者)刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;
"自有投资基础"是指投资者为自己的账户和投资目的而进行的投资,而非代表任何第三方进行代理,无论该投资是否为该投资者的任何股东或基金投资者的利益而进行;

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程;

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告;

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）;

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）;

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股;

"**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**"具有公司条例所载的涵义;

"**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、其领地和属地、美国各州及哥伦比亚特区;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币;及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中,除文意另有规定外:

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述;

(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、条款和附表标题均为方便而插入,不得影响对本协议的诠释及解释;

(c) the 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 schedules;
附表构成本协议不可分割的一部分,如同明确载于本协议正文一般具有同样的效力及作用,对本协议的任何提述须包括对附表的提述;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词,反之亦然,并且表示一种性别的词语应包括另一种性别;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

(f) a reference to a statute or statutory provision includes a reference:
对法规或法律条文的提述包括对以下内容的提述：

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文；

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

(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);
对"**人士**"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

(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
对"**包括**"的提述应被解释为包括但不限于；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.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份（"**投资者子公司**"），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and
投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第6.5条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第2.2条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.

本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.
如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第 3.2 条的任何内容不得被解释为使投资者有权在本第 3.2 条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.
投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international

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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.

若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.

无论投资者股份交付的时间和方式如何，投资者应于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"**延迟交付日期**"）交付全部或部分投资者股份，则整体协调人应：(i) 不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第 4.2 条的规定支付投资者股份的总投资额。

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 Coordinator 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.
在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或按照第 4.3 条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第 4.4 条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve

the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1 流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、

已宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.

按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自

上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;

在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证；

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保

荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售

价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the

Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the

minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许；

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;

其已收到（及将来可能收到）可构成本公司、其"关联人士"（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（"**授权接收人**"）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许

该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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
可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人

士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;

其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

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

如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配 H 股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"**批准**"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the

Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its

Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的H股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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 Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法 S 规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成"关连交易"（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行

动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的"关连客户"，且不属于《上市规则》附录 F1（股权证券的配售指引）所述的任何类别的人士。"关连客户"、"牵头经纪"及"分销商"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

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

投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》

的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and
投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor, the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确

认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"**受偿方**"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"**损失**"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

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 clause 11 set forth below) 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条的情况下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第6.5条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓

并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:
本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址:	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园；
Email 电子邮件:	<rt23@rongtatech.com>
Attention 收件人:	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址:	Unit 4B, Building C, Tian E Bao, Nanshan District, Shenzhen 深圳市南山区天鹅堡 C 栋 4B
Email 电子邮件:	lishuhan31@hotmail.com
Attention 收件人:	Ms. LI SHUHAN

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址：	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人：	Corporate Finance
Email 电子邮件：	ibd_project.ww111@yxsh.hk
Facsimile 传真：	+852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址：	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人：	ECM
Email 电子邮件：	ecm_projet.ww111@yxsh.hk
Facsimile 传真：	+852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.
本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.

如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong。
本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"**争议**"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况

下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 The Investor irrevocably appoints LI SHUHAN 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).
投资者不可撤销地同意委任李舒菡，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

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 Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.

如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的三十（30）天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

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.
本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.
公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

林燕勤

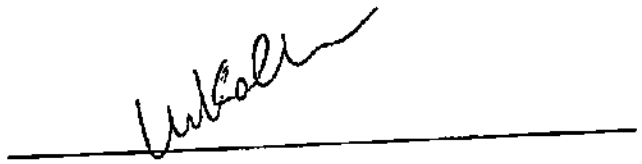
Name 姓名: Lin Yanqin
Title 职务: Director

LI SHUHAN
李舒涵

By 签署:

FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融资有限公司）

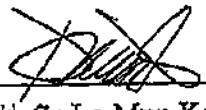
By 签署:



Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 签署:



Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 2,000,000 (HK$2,000,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1) 2,000,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的H股不得由三位最大的公众股东实益拥有超过50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	/
Certificate of incorporation number 公司注册证明书号码:	/
Business registration number 营业登记号:	/
Business address and telephone number and contact person: 营业地址、电话及联系人:	/
Principal activities 主营活动:	/
Ultimate controlling shareholder 最终控股股东:	/
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	/
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Ms. Li Shuhan (李舒菡) is an individual investor and an Independent Third Party. She is the assistant to the chairman of the board of Xiamen Longstar Lighting Co., Ltd. * (廈門龍勝達照明電器). Before joining Xiamen Longstar Lighting Co., Ltd., she worked as an investment manager and post-investment director in Qianhai Renzhi Capital Management Shenzhen Co., Ltd.* (前海仁智資本管理深圳有限公司), where she gained experience in investment in technology and Internet related industries. Ms. Li has previous investment experience in various other industries. As confirmed by Ms.

	Li Shuhan, she decided to invest in our Company because she is familiar with the industry and the prospect of our Company
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 placees: 相关投资者类别（要求包含在证券交易所的 FINI 承配人名单模板中或要求由 FINI 接口披露与承配人相关的投资者类别）：	Cornerstone investor 基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

27 May 2025
2025 年 5 月 27 日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

CAO KE
曹柯

AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on 27 May 2025
本协议（本"**协议**"）订立于2025年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");

容大合众(厦门)科技集团股份公司，一家于2010年12月20日在中国注册成立的有限责任公司，后于2019年10月28日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路88号容大科技园（"**本公司**"）；

CAO KE (Identity Card Number of the People's Republic of China : 430411198208032018), whose address is located at 1st Villager Group, Maoye Village, Jinlongping Subdistrict, Yanfeng District, Hengyang City, Hunan Province, China (the "**Investor**");
曹柯（中华人民共和国身份证号：430411198208032018）其地址位于湖南省衡阳市雁峰区金龙坪街道茅叶村第一村民组（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道30號新鴻基中心49樓4917–4937室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道30號新鴻基中心49樓4917–4937室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其H股在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售1,840,000股H股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"**国际发售**"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"**联属人士**"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"**财汇局**"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"**总投资额**"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"**批准**"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"**联系人／紧密联系人**"须具有上市规则赋予该词的涵义，"**多位联系人／多位紧密联系人**"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"**经纪佣金**"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"**营业日**"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

"**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**"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"**交割**"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司条例**"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司（清盘及杂项条文）条例**"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

"**connected person/core connected person**" shall, unless the context otherwise requires, 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**"，除文意另有规定外，须具有上市规则赋予该词的涵义，"**多位关连人士／多位核心关连人士**"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；

"**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》**"指中国证监会发布的经不时修订、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》及相关指引；

"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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

无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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

订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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

订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"**予以处置**"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"**FINI**"应具有上市规则中赋予该术语的含义；

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

"全球发售"具有鉴于序文(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 (including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"政府机关"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所(包括但不限于香港联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关,无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关;

"**Group**" means the Company and its subsidiaries;
"本集团"指本公司及其附属公司;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"港元"指香港法定货币;

"**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"具有鉴于序文(A)赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股,将以港元认购和交易,并将在联交所上市;

"**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;
"受偿方"具有第6.5条赋予该词的涵义;并且"受偿方"应视文意而定,指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
"国际发售"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;

"国际发售通函"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义；

"**Investor Shares**" means the number of 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 Coordinator;
"投资者股份"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份；

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"投资者子公司"具有第2.2条赋予该词的涵义；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"法律"指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定；

"**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 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"指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）和占总投资额的 0.00015%的财汇局交易征费（或者于上市日期适用的交易征费）；

"**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股最初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;
"上市指引"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》；

"**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;

"上市规则"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失"具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方,"**一方**"指其中任何一方(视文意规定);

"**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,仅就本协议而言,不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者(包括投资者)刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;
"**自有投资基础**"是指投资者为自己的账户和投资目的而进行的投资,而非代表任何第三方进行代理,无论该投资是否为该投资者的任何股东或基金投资者的利益而进行;

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程;

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告;

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）;

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）;

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股;

"**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**"具有公司条例所载的涵义;

"**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、其领地和属地、美国各州及哥伦比亚特区;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币; 及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中, 除文意另有规定外:

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述;

(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、条款和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;

(c) the 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 schedules;
附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对附表的提述;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本;

(f) a reference to a statute or statutory provision includes a reference:
对法规或法律条文的提述包括对以下内容的提述:

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文;

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例;

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期;

(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);
对"人士"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述;

(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
对"包括"的提述应被解释为包括但不限于；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.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份（"**投资者子公司**"），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and
投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.

本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.
如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第 3.2 条的任何内容不得被解释为使投资者有权在本第 3.2 条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.
投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international

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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.

若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.

无论投资者股份交付的时间和方式如何，投资者应于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"**延迟交付日期**"）交付全部或部分投资者股份，则整体协调人应：（i）不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第 4.2 条的规定支付投资者股份的总投资额。

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 Coordinator 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.
在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或按照第 4.3 条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第 4.4 条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve

the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1 流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、

已宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.

按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自

上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;

在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证；

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保

荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售

价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the

Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the

minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许；

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;

其已收到（及将来可能收到）可构成本公司、其“关联人士”（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（“**授权接收人**”）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许

该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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
可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人

士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配 H 股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"批准"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the

Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its

Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的 H 股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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 Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法 S 规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成"关连交易"（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行

动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的"关连客户"，且不属于《上市规则》附录F1（股权证券的配售指引）所述的任何类别的人士。"关连客户"、"牵头经纪"及"分销商"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

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

投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》

的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and
投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor, the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完

整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"**受偿方**"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"**损失**"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:
本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

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 clause 11 set forth below) 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条的情况下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第 6.5 条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其

他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:
本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址：	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园；
Email 电子邮件：	<rt23@rongtatech.com>
Attention 收件人：	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址：	Building B5, Hengshan Science City, Cailun Avenue, Yanfeng District, Hengyang City, Hunan Province,

China
湖南省衡阳市雁峰区蔡伦大道衡山科学城B5栋

Email 电子邮件: ck@dajjt.com
Attention 收件人: Mr. CAO KE
曹柯

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址: Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong
香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人: Corporate Finance
Email 电子邮件: ibd_project.ww111@yxsh.hk
Facsimile 传真: +852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址: Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong
香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人: ECM
Email 电子邮件: ecm_projet.ww111@yxsh.hk
Facsimile 传真: +852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄

出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.
本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.
一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.
如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong。
本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"**争议**"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救

济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 The Investor irrevocably appoints CAO KE 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).
投资者不可撤销地同意委任曹柯，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

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 Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.

如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的三十（30）天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

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.
本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.
公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

林燕琴

Name 姓名: Lin Yanqin
Title 职务: Director

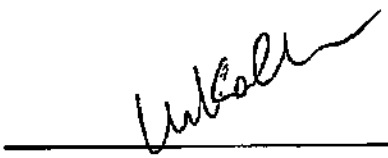
【CORNERSTONE INVESTMENT AGREEMENT SIGNING PAGE】
【基石投资协议签署页】

CAO KE
曹柯
By 签署:



FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融资有限公司）

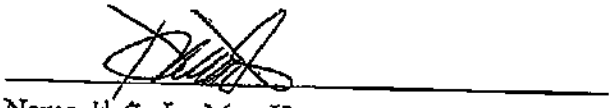
By 签署:



Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 簽署:



Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 5,000,000 (HK$5,000,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1)5,000,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。 此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	/
Certificate of incorporation number 公司注册证明书号码:	/
Business registration number 营业登记号:	/
Business address and telephone number and contact person: 营业地址、电话及联系人:	/
Principal activities 主营活动:	/
Ultimate controlling shareholder 最终控股股东:	/
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	/
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Mr. Cao Ke (曹柯) is an individual investor and an Independent Third Party. He is the chief executive officer of Hunan Dajing Power Technology Co., Ltd.* (湖南大井電源技術有限公司), a company engaged in R&D of power supply technology and testing, production and sales of electronic products, which is one of our top five suppliers for each of FY2022, FY2023 and FY2024. Mr. Cao has more than 20 years of experience in the electronic products industry. As confirmed by Mr. Cao Ke, he decided to invest in our Company because he is confident in our Company's

	business, prospect and leadership of our management team.
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 placees: 相关投资者类别（要求包含在证券交易所的FINI承配人名单模板中或要求由FINI接口披露与承配人相关的投资者类别）：	Cornerstone investor 基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

27 May 2025
2025 年 5 月 27 日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

Main Achieve Holdings Limited

AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on 27 May 2025
本协议（本"协议"）订立于 2025 年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");

容大合众(厦门)科技集团股份公司，一家于 2010 年 12 月 20 日在中国注册成立的有限责任公司，后于 2019 年 10 月 28 日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路 88 号容大科技园（"**本公司**"）；

Main Achieve Holdings Limited, a company incorporated in the British Virgin Islands **whose registered office is at** 15/F, Chuang's Tower, 30-32 Connaught Road Central, Central, Hong Kong, (the "**Investor**");
Main Achieve Holdings Limited，一家于英属维尔京群岛注册成立的公司，其注册办事处地址位于香港中环干诺道中 30-32 号莊士大厦 15 楼（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其 H 股在联交所（定义见下文）上市，全球发售的内容包括：

ⓘ a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售 1,840,000 股 H 股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"国际发售"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"**联属人士**"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"**财汇局**"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"**总投资额**"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"**批准**"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"**联系人／紧密联系人**"须具有上市规则赋予该词的涵义，"**多位联系人／多位紧密联系人**"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"经纪佣金"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"营业日"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）;

"**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"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"交割"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"公司条例"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"公司（清盘及杂项条文）条例"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）;

"**connected person/core connected person**" shall, unless the context otherwise requires, 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"，除文意另有规定外，须具有上市规则赋予该词的涵义，"多位关连人士／多位核心关连人士"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；

"**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》**"指中国证监会发布的经不时修订、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》及相关指引；

"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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

无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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

订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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

订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"**予以处置**"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"**FINI**"应具有上市规则中赋予该术语的含义；

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

"全球发售"具有鉴于序文(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 (including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"**政府机关**"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所(包括但不限于香港联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关,无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关;

"**Group**" means the Company and its subsidiaries;
"**本集团**"指本公司及其附属公司;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"**港元**"指香港法定货币;

"**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**"具有鉴于序文(A)赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股,将以港元认购和交易,并将在联交所上市;

"**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;
"**受偿方**"具有第6.5条赋予该词的涵义;并且"**受偿方**"应视文意而定,指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
"**国际发售**"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;

"国际发售通函"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义；

"**Investor Shares**" means the number of 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 Coordinator;
"投资者股份"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份；

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"投资者子公司"具有第 2.2 条赋予该词的涵义；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"法律"指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定；

"**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 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"指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）和占总投资额的 0.00015%的财汇局交易征费（或者于上市日期适用的交易征费）；

"**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 股最初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;
"上市指引"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》；

"**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;

"**上市规则**"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失"具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方,"**一方**"指其中任何一方(视文意规定);

"**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,仅就本协议而言,不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者(包括投资者)刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;
"**自有投资基础**"是指投资者为自己的账户和投资目的而进行的投资,而非代表任何第三方进行代理,无论该投资是否为该投资者的任何股东或基金投资者的利益而进行;

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程;

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告;

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）;

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）;

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股;

"**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**"具有公司条例所载的涵义;

"**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、其领地和属地、美国各州及哥伦比亚特区;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币; 及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中, 除文意另有规定外:

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述;

(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、条款和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;

(c) the 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 schedules;
附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对附表的提述;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

(f) a reference to a statute or statutory provision includes a reference:
对法规或法律条文的提述包括对以下内容的提述：

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文；

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

(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);
对"人士"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

(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
对"**包括**"的提述应被解释为包括但不限于；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.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和3.1(d)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份（"**投资者子公司**"），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and
投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.

本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.
如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第 3.2 条的任何内容不得被解释为使投资者有权在本第 3.2 条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.
投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international 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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.

若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.

无论投资者股份交付的时间和方式如何，投资者于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"**延迟交付日期**"）交付全部或部分投资者股份，则整体协调人应：（i）不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第 4.2 条的规定支付投资者股份的总投资额。

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.24.2, 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 Coordinator 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.
在依据第 4.3 条就投资者股份支付到期付款的前提下，向投资者或合格境内机构投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者或合格境内机构投资者不晚于上市日期或按照第 4.1 条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第 4.4 条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve

the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1 流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、已

宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.

按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自

上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;

在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证；

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保

荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售

价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the

Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the

minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许；

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;

其已收到（及将来可能收到）可构成本公司、其“关联人士”（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（“**授权接收人**”）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许

该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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
可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人

士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配H股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期 上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"批准"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the

Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its

Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的 H 股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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 Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法 S 规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成"关连交易"（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行

动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的"关连客户"，且不属于《上市规则》附录F1（股权证券的配售指引）所述的任何类别的人士。"关连客户"、"牵头经纪"及"分销商"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

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

投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》

的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and
投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor, the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确

认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"**受偿方**"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"**损失**"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

7.2 Without prejudice to clause **Error! Reference source not found.**, 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 clause 11 set forth below) 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条的情况下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第 6.5 条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓

并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:

本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址：	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园；
Email 电子邮件：	<rt23@rongtatech.com>
Attention 收件人：	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址：	15/F, Chuang's Tower, 30-32 Connaught Road Central, Central, Hong Kong 香港中环干诺道中 30-32 号莊士大厦 15 楼
Email 电子邮件：	hanyuxiang123@126.com
Attention 收件人：	Mr. Han Yuxiang

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人:	Corporate Finance
Email 电子邮件:	ibd_project.ww111@yxsh.hk
Facsimile 传真:	+852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人:	ECM
Email 电子邮件:	ecm_projet.ww111@yxsh.hk
Facsimile 传真:	+852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.
本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.

如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong。
本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"**争议**"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况

下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 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 Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.
如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的三十（30）天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

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.

本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.

公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

林燕琴

Name 姓名: Lin Yanqin
Title 职务: Director

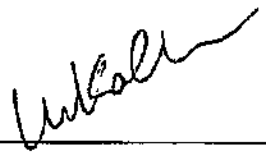
FOR AND ON BEHALF OF 代表:
Main Achieve Holdings Limited

By 签署: For and on behalf of
MAIN ACHIEVE HOLDINGS LIMITED
WANG Xun
Authorised Signature(s)

Name 姓名:
Title 职务: 总经理

FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融资有限公司）

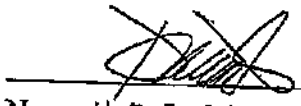
By 签署:



Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 签署:



Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 30,000,000 (HK$30,000,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1) 30,000,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	British Virgin Islands 英属维尔京群岛
Certificate of incorporation number 公司注册证明书号码:	1599333
Business registration number 营业登记号:	/
Business address and telephone number and contact person: 营业地址、电话及联系人:	/
Principal activities 主营活动:	Investment 投资
Ultimate controlling shareholder 最终控股股东:	王迅
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	王迅 100%
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Main Achieve Holdings Limited ("Main Achieve") is a company incorporated in the British Virgin Islands with limited liability in 2010 and principally engaged in investments. Main Achieve is owned as to 100% by Wang Xun (王迅), an Independent Third Party. Main Achieve confirmed that all necessary approvals have been obtained with respect to the Cornerstone Placing.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI	Cornerstone investor

placee list template or required to be disclosed by the FINI interface in relation to placees: 相关投资者类别（要求包含在证券交易所的 FINI 承配人名单模板中或要求由 FINI 接口披露与承配人相关的投资者类别）：	基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

27 May 2025
2025 年 5 月 27 日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

SINOS GROUP LIMITED
(中晟集团有限公司)
AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on 27 May 2025
本协议（本"协议"）订立于 2025 年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");
容大合众(厦门)科技集团股份公司，一家于 2010 年 12 月 20 日在中国注册成立的有限责任公司，后于 2019 年 10 月 28 日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路 88 号容大科技园（"**本公司**"）；

SINOS GROUP LIMITED, a company incorporated in HONGKONG whose registered office is at RM 604, 6/F EASEY COMM BLDG NOS 253 - 261 HENNESSY RD WANCHAI HK, (the "**Investor**");
中晟集团有限公司，一家于香港注册成立的公司，其注册办事处地址位于香港湾仔轩尼诗道 253 - 261 号 亿利商业大厦 6 楼 604 室（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其 H 股在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售 1,840,000 股 H 股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"**国际发售**"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"**联属人士**"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"**财汇局**"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"**总投资额**"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"**批准**"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"**联系人／紧密联系人**"须具有上市规则赋予该词的涵义，"**多位联系人／多位紧密联系人**"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"经纪佣金"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"营业日"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）;

"**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"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"交割"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"公司条例"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"公司（清盘及杂项条文）条例"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）;

"**connected person/core connected person**" shall, unless the context otherwise requires, 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"，除文意另有规定外，须具有上市规则赋予该词的涵义，"多位关连人士／多位核心关连人士"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;
"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；
"**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》**"指中国证监会发布的经不时修订、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》及相关指引；
"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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
无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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
订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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
订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"**予以处置**"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;
"FINI"应具有上市规则中赋予该术语的含义；

"**Global Offering**" has the meaning given to it in Recital (A);
"**全球发售**"具有鉴于序文(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 (including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"**政府机关**"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所（包括但不限于香港联交所、证监会及中国证监会）、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

"**Group**" means the Company and its subsidiaries;
"**本集团**"指本公司及其附属公司；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"**港元**"指香港法定货币；

"**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**"具有鉴于序文(A)赋予该词的涵义；

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股，将以港元认购和交易，并将在联交所上市；

"**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;
"**受偿方**"具有第6.5条赋予该词的涵义；并且"**受偿方**"应视文意而定，指其中任何一方；

"**International Offering**" has the meaning given to it in Recital (A);
"**国际发售**"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;
"**国际发售通函**"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义;

"**Investor Shares**" means the number of 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 Coordinator;
"**投资者股份**"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份;

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"**投资者子公司**"具有第 2.2 条赋予该词的涵义;

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"**法律**"指所有相关司法管辖区的任何政府机关(包括联交所和证监会)的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定;

"**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 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**"指占总投资额的0.0027%的证监会交易征费(或者于上市日期适用的交易征费),占总投资额的 0.00565%的联交所交易费(或者于上市日期适用的交易费)和占总投资额的 0.00015%的财汇局交易征费(或者于上市日期适用的交易征费);

"**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 股最初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;
"**上市指引**"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》;

"**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;

"**上市规则**"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失"具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方,"**一方**"指其中任何一方(视文意规定);

"**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,仅就本协议而言,不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者(包括投资者)刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

"自有投资基础"是指投资者为自己的账户和投资目的而进行的投资，而非代表任何第三方进行代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行；

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程；

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告；

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币；

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例；

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）；

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股；

"**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**"具有公司条例所载的涵义；

"**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、其领地和属地、美国各州及哥伦比亚特区；

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币；及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中，除文意另有规定外：

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述；

(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、条款和附表标题均为方便而插入，不得影响对本协议的诠释及解释；

(c) the 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 schedules;
附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对附表的提述；

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

单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

(f) a reference to a statute or statutory provision includes a reference:
对法规或法律条文的提述包括对以下内容的提述：

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文；

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

(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);
对"人士"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

(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
对"包括"的提述应被解释为包括但不限于；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.
对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券

法项下的 S 规例在境外交易中购买投资者股份（“投资者子公司”），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and
投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.
本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

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

本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.

如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第 3.2 条的任何内容不得被解释为使投资者有权在本第 3.2 条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.

投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international 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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.

若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.

无论投资者股份交付的时间和方式如何，投资者应于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营

业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"**延迟交付日期**"）交付全部或部分投资者股份，则整体协调人应：（i）不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第 4.2 条的规定支付投资者股份的总投资额。

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 Coordinator 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.
在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或按照第 4.3 条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第 4.4 条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、已宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without

the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.
按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the

Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;
在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证；

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投

资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;

本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international

representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，

或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许；

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;
其已收到（及将来可能收到）可构成本公司、其"关联人士"（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（"**授权接收人**"）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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
可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner

involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自

的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配 H 股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"**批准**"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company,

the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的 H 股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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

Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法 S 规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its

shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成“关连交易”（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的“关连客户”，且不属于《上市规则》附录 F1（股权证券的配售指引）所述的任何类别的人士。“关连客户”、“牵头经纪”及“分销商”应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

(u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding twelve (12) months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修

订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and
投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor,

the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"受偿方"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"损失"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程

序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:
本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各

自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

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 clause 11 set forth below) 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 条的情况下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第 6.5 条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关

系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:
本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址:	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园;
Email 电子邮件:	<rt23@rongtatech.com>
Attention 收件人:	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址:	Room 1901, Building B, No. 5 Building, Anxi Administrative Service Center, Quanzhou City, Fujian Province 福建省泉州市安溪县行政服务中心 5 号楼 b 栋 1901
Email 电子邮件:	824504485@qq.com
Attention 收件人:	李春红

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室
Attention 收件人:	Corporate Finance
Email 电子邮件:	ibd_project.ww111@yxsh.hk
Facsimile 传真:	+852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室
Attention 收件人:	ECM
Email 电子邮件:	ecm_projet.ww111@yxsh.hk
Facsimile 传真:	+852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.

本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.
本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.
一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.
如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong。
本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"争议"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其

资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 The Investor irrevocably appoints Li Chunhong 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).
投资者不可撤销地同意委任李春红，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

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.
本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.
公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

Name 姓名: Lin Yanqin
Title 职务: Director

FOR AND ON BEHALF OF 代表:

SINOS GROUP LIMITED

中晟集团有限公司

By 签署:



Name 姓名:

Title 职务: 董事

【CORNERSTONE INVESTMENT AGREEMENT SIGNING PAGE】

【基石投资协议签署页】

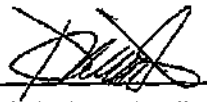
FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融资有限公司）

By 签署:

Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 签署:



Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 10,000,000 (HK$10,000,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1)10,000,00 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。 此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的H股不得由三位最大的公众股东实益拥有超过50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	Hong Kong
Certificate of incorporation number 公司注册证明书号码:	3331478
Business registration number 营业登记号:	75844778-000-10-24-0
Business address and telephone number and contact person: 营业地址、电话及联系人:	Rm604, 6/F, Easey Comm Building, Nos.253-261, Hennessy Road, Wan Chai
Principal activities 主营活动:	Investment
Ultimate controlling shareholder 最终控股股东:	Zhong Huawei
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	/
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Sinos Group Limited ("Sinos Group") is a company incorporated in Hong Kong with limited liability in 2023 and principally engaged in trading and import, export and manufacturing of construction material. Sinos Group is owned as to 100% by Zhongsheng Strait Construction Co., Ltd.* (中晟海峡建設有限公司) which is in turn wholly owned by Fujian Zhongsheng Group Co., Ltd.* (福建中晟集團有限公司). Fujian Zhongsheng Group Co., Ltd. Is owned as to 75% by Zhong Huafeng (鍾華鋒) and 25% by Zhong Huawei (鍾華偉). Zhongsheng

	Strait Construction Co., Ltd., Fujian Zhongsheng Group Co., Ltd., Zhong Huafeng and Zhong Huawei are Independent Third Parties. Sinos Group confirmed that all necessary approvals have been obtained with respect to the Cornerstone Placing.
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 placees: 相关投资者类别（要求包含在证券交易所的 FINI 承配人名单模板中或要求由 FINI 接口披露与承配人相关的投资者类别）：	Cornerstone investor 基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

May 27, 2025
2025 年 5 月 27 日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

HONGKONG LINKTECH TECHNOLOGY CO., LIMITED
(香港临泰微科技有限公司)
AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on May 27, 2025
本协议（本"**协议**"）订立于 2025 年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");
容大合众(厦门)科技集团股份公司，一家于 2010 年 12 月 20 日在中国注册成立的有限责任公司，后于 2019 年 10 月 28 日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路 88 号容大科技园（"**本公司**"）；

HONGKONG LINKTECH TECHNOLOGY CO., LIMITED, a company incorporated in HONGKONG whose registered office is at ROOM 1402-03, 14/F CONNAUGHT COMMERCIAL BUILDING 185 WANCHAI ROAD WANCHAI HK, (the "**Investor**"); **香港临泰微科技有限公司**，一家于香港注册成立的公司，其注册办事处地址位于香
港湾仔湾仔道 185 号康乐商业大厦 F 座 14楼1402-03 室（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其 H 股在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售 1,840,000 股 H 股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"**国际发售**"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"**联属人士**"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"**财汇局**"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"**总投资额**"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"**批准**"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"**联系人／紧密联系人**"须具有上市规则赋予该词的涵义，"**多位联系人／多位紧密联系人**"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"**经纪佣金**"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"**营业日**"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）;

"**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**"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"**交割**"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司条例**"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司（清盘及杂项条文）条例**"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）;

"**connected person/core connected person**" shall, unless the context otherwise requires, 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**"，除文意另有规定外，须具有上市规则赋予该词的涵义，"**多位关连人士／多位核心关连人士**"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;
"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；
"**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》**"指中国证监会发布的经不时修订、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》及相关指引；
"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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

无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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
订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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
订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"予以处置"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;
"FINI"应具有上市规则中赋予该术语的含义；

"**Global Offering**" has the meaning given to it in Recital (A);
"全球发售"具有鉴于序文(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

(including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"**政府机关**"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所（包括但不限于香港联交所、证监会及中国证监会）、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

"**Group**" means the Company and its subsidiaries;
"**本集团**"指本公司及其附属公司；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"**港元**"指香港法定货币；

"**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**"具有鉴于序文(A)赋予该词的涵义；

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股，将以港元认购和交易，并将在联交所上市；

"**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;
"**受偿方**"具有第6.5条赋予该词的涵义；并且"**受偿方**"应视文意而定，指其中任何一方；

"**International Offering**" has the meaning given to it in Recital (A);
"**国际发售**"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;
"**国际发售通函**"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义；

"**Investor Shares**" means the number of 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 Coordinator;
"**投资者股份**"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份;

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"**投资者子公司**"具有第 2.2 条赋予该词的涵义;

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"**法律**"指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定;

"**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 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**"指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）和占总投资额的 0.00015%的财汇局交易征费（或者于上市日期适用的交易征费）;

"**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 股最初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;
"**上市指引**"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》;

"**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;
"**上市规则**"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失"具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方，"**一方**"指其中任何一方（视文意规定）;

"**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，仅就本协议而言，不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;
"**自有投资基础**"是指投资者为自己的账户和投资目的而进行的投资，而非代表任何第三方进行代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行;

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程;

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告;

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）;

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）;

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股;

"**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**"具有公司条例所载的涵义;

"**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、其领地和属地、美国各州及哥伦比亚特区;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币; 及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中, 除文意另有规定外:

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述;

(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、条款和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;

(c) the 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 schedules;
附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对附表的提述;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本;

(f) a reference to a statute or statutory provision includes a reference:

对法规或法律条文的提述包括对以下内容的提述：

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文；

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

(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);
对"人士"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

(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
对"包括"的提述应被解释为包括但不限于；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.
对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份（"**投资者子公司**"），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and

投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.
本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.
如果第3.1条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所

列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第3.2条的任何内容不得被解释为使投资者有权在本第3.2条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.
投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international 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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.

若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.

无论投资者股份交付的时间和方式如何，投资者应于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"延迟交付日期"）交付全部或部分投资者股份，则整体协调人应：（i）不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第4.2条的规定支付投资者股份的总投资额。

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 Coordinator 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.
在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或按照第4.3条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第4.4条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1 流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、已宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履

行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.

按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身

在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;
在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证;

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务;

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention

of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权

依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任;

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分;

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许;

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语;

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other

available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;
其已收到（及将来可能收到）可构成本公司、其"关联人士"（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（"**授权接收人**"）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等

信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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

可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资

者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

(z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项

下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配 H 股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行;

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律;

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"批准"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议

日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组织性或章程性文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利

益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的H股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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 Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法S规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成"关连交易"（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证

券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的"关连客户"，且不属于《上市规则》附录 F1（股权证券的配售指引）所述的任何类别的人士。"关连客户"、"牵头经纪"及"分销商"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

(u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding twelve (12) months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and

投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor, the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"**受偿方**"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"**损失**"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:
本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的

义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

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 clause 11 set forth below) 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条的情况下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第6.5条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:
本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址:	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园；
Email 电子邮件:	<rt23@rongtatech.com>
Attention 收件人:	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址:	厦门市思明区软件园二期望海路 57 号之二 602
Email 电子邮件:	apple@hk-linktech.com
Attention 收件人:	张鹭萍

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室
Attention 收件人:	Corporate Finance

Email 电子邮件:	ibd_project.ww111@yxsh.hk
Facsimile 传真:	+852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人:	ECM
Email 电子邮件:	ecm_projet.ww111@yxsh.hk
Facsimile 传真:	+852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；

除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.

本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同

范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.
一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.
如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong。

本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"**争议**"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 The Investor irrevocably appoints ZHANG LUPING 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).
投资者不可撤销地同意委任张鹭萍，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

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.
本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other

advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.
公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

林燕勤

Name 姓名: Lin Yanqin
Title 职务: Director

FOR AND ON BEHALF OF 代表:
HONGKONG LINKTECH TECHNOLOGY CO.,LIMITED
香港临泰微科技有限公司

By 签署:

Name 姓名:
Title 职务:

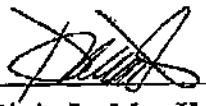
FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融資有限公司）

By 签署:

Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 簽署:



Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 10,000,000 (HK$10,000,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1)10,000,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	Hong Kong
Certificate of incorporation number 公司注册证明书号码:	70216465
Business registration number 营业登记号:	70216465
Business address and telephone number and contact person: 营业地址、电话及联系人:	Room 1402-03, 14/F., Connaught Commercial Building, 185 Wanchai Road
Principal activities 主营活动:	Investment
Ultimate controlling shareholder 最终控股股东:	茅志理
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	/
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Hongkong Linktech Technology Co., Limited ("Hongkong Linktech") is a company incorporated in Hong Kong with limited liability in 2018 and principally engaged in investments. Hongkong Linktech is wholly owned by Ms. Mao Zhili (茅志理), an Independent Third Party. Xiamen Xinheda New Energy Co., Ltd.* (廈門信和達新能源有限公司) is owned as to 20% by Ms. Mao Zhili and 80% by Xiamen Xinheda Electronics Co., Ltd.* (廈門信和達電子有限公司), which is one of our top five suppliers in FY2023 and the

contracts of which were entered into in the ordinary course of business of our Company through arm's length negotiations and on normal commercial terms.

Hongkong Linktech confirmed that all necessary approvals have been obtained with respect to the Cornerstone Placing.

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 placees: 相关投资者类别（要求包含在证券交易所的 FINI 承配人名单模板中或要求由 FINI 接口披露与承配人相关的投资者类别）：	Cornerstone investor 基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

27 May 2025

2025 年　　5　　月　　27　　日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

NG CHI FAT
伍志發

AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on 27 May 2025
本协议（本"**协议**"）订立于 2025 年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");

容大合众(厦门)科技集团股份公司，一家于 2010 年 12 月 20 日在中国注册成立的有限责任公司，后于 2019 年 10 月 28 日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路 88 号容大科技园（"**本公司**"）；

NG CHI FAT (Identity Card Number of the Macao Special Administrative Region of the People's Republic of China: 1297995(1)), whose address is located at No. 3128, 1/F, North Wing, The Parisian Macao Shopping Centre, Macao (the "**Investor**");
伍志發（中华人民共和国澳门身份证号：1297995(1)）其地址位于澳门巴黎人購物中心北翼 1 樓 3128 号（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其 H 股在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售 1,840,000 股 H 股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"**国际发售**"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"**联属人士**"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"**财汇局**"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"**总投资额**"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"**批准**"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"**联系人／紧密联系人**"须具有上市规则赋予该词的涵义，"多位联系人／多位紧密联系人"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"**经纪佣金**"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"**营业日**"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

"**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**"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"**交割**"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司条例**"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司（清盘及杂项条文）条例**"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

"**connected person/core connected person**" shall, unless the context otherwise requires, 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**"，除文意另有规定外，须具有上市规则赋予该词的涵义，"**多位关连人士／多位核心关连人士**"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；

"**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》**"指中国证监会发布的经不时修订、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》及相关指引；

"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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

无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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

订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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

订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"予以处置"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"FINI"应具有上市规则中赋予该术语的含义；

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

"全球发售"具有鉴于序文(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 (including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"**政府机关**"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所(包括但不限于香港联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关,无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关;

"**Group**" means the Company and its subsidiaries;
"**本集团**"指本公司及其附属公司;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"**港元**"指香港法定货币;

"**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**"具有鉴于序文(A)赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股,将以港元认购和交易,并将在联交所上市;

"**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;
"**受偿方**"具有第6.5条赋予该词的涵义;并且"**受偿方**"应视文意而定,指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
"**国际发售**"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;

"国际发售通函"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义；

"**Investor Shares**" means the number of 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 Coordinator;
"**投资者股份**"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份；

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"**投资者子公司**"具有第 2.2 条赋予该词的涵义；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"**法律**"指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定；

"**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 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**"指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）和占总投资额的 0.00015%的财汇局交易征费（或者于上市日期适用的交易征费）；

"**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 股最初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;
"**上市指引**"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》；

"**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;

"**上市规则**"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失" 具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方，"**一方**"指其中任何一方（视文意规定）;

"**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，仅就本协议而言，不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;
"**自有投资基础**" 是指投资者为自己的账户和投资目的而进行的投资，而非代表任何第三方进行代理，无论该投资是否为该投资者的任何股东或基金投资者的利益而进行;

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程;

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告;

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）;

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）;

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股;

"**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**"具有公司条例所载的涵义;

"**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、其领地和属地、美国各州及哥伦比亚特区;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币; 及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中, 除文意另有规定外:

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述;

(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、条款和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;

(c) the 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 schedules;
附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对附表的提述;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

(f) a reference to a statute or statutory provision includes a reference:
对法规或法律条文的提述包括对以下内容的提述：

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文；

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

(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);
对"人士"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

(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
对"包括"的提述应被解释为包括但不限于；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.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份（"**投资者子公司**"），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and
投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.

本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.
如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第 3.2 条的任何内容不得被解释为使投资者有权在本第 3.2 条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.
投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international

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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.
根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。
In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.
若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.
无论投资者股份交付的时间和方式如何，投资者应于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"**延迟交付日期**"）交付全部或部分投资者股份，则整体协调人应：（i）不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第 4.2 条的规定支付投资者股份的总投资额。

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 Coordinator 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.
在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或按照第 4.3 条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第 4.4 条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve

the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1 流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、

已宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.

按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自

上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;

在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证；

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保

荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售

价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the

Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the

minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许；

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;

其已收到（及将来可能收到）可构成本公司、其"关联人士"（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（"**授权接收人**"）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许

该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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
可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人

士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;

其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

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

如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配 H 股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"批准"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the

Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the **"Investor-related Information"**) within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its

Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的 H 股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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 Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法 S 规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成"关连交易"（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行

动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的"关连客户"，且不属于《上市规则》附录F1（股权证券的配售指引）所述的任何类别的人士。"关连客户"、"牵头经纪"及"分销商"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

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

投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》

的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and
投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor, the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确

认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"受偿方"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"损失"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause **Error! Reference source not found.**) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

7.2 Without prejudice to clause **Error! Reference source not found.**, 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 clause 11 set forth below) 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条的情况下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第 6.5 条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓

并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:
本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址:	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园；
Email 电子邮件:	<rt23@rongtatech.com>
Attention 收件人:	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址:	No.3128, 1/F, North Wing, The Parisian Macao Shopping Centre, Macao 澳门巴黎人購物中心北翼 1 樓 3128 号
Email 电子邮件:	conniechak728@yahoo.com.hk
Attention 收件人:	Mr. Ng Chi Fat

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人:	Corporate Finance
Email 电子邮件:	ibd_project.ww111@yxsh.hk
Facsimile 传真:	+852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址:	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人:	ECM
Email 电子邮件:	ecm_projet.ww111@yxsh.hk
Facsimile 传真:	+852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.
本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.

如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong。
本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"**争议**"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况

下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 The Investor irrevocably appoints NG CHI FAT at Flat G, 35/F, Block 23 - Zijing Court, Hou Keng Garden (濠景花園), Chengdu Street, Taipa, Macau, 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).
投资者不可撤销地同意委任位于澳门氹仔成都街濠景花園(23 座-紫荊苑)35 樓 G 的伍志發，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

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 Overall Coordinator and the Sole Sponsor, and

to deliver to the Company, the Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.
如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的三十（30）天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

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.
本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.
公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

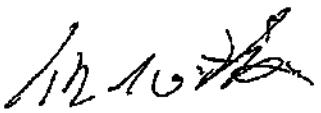
IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

林燕琴

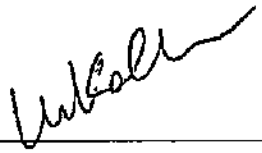
Name 姓名: Lin Yanqin
Title 职务: Director

NG CHI FAT
伍志發
By 签署:



FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融资有限公司）

By 签署:



Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 签署:

Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 3,300,000 (HK$3,300,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1)3,300,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	/
Certificate of incorporation number 公司注册证明书号码:	/
Business registration number 营业登记号:	/
Business address and telephone number and contact person: 营业地址、电话及联系人:	/
Principal activities 主营活动:	/
Ultimate controlling shareholder 最终控股股东:	/
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	/
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Mr. Ng Chi Fat (伍志發) is an individual investor, a businessman and an Independent Third Party. Mr. Ng is mainly focused in the jewellery industry and also had experience in investment in funds and stocks. As confirmed by Mr. Ng Chi Fat, he decided to invest in our Company because he is confident in our Company's business and prospect.
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 placees:	Cornerstone investor 基石投资者

相关投资者类别（要求包含在证券交易所的FINI承配人名单模板中或要求由FINI接口披露与承配人相关的投资者类别）：

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

27 May 2025
2025 年　　5　　月　　27　　日

Rongta Technology (Xiamen) Group Co., Ltd.
(容大合众(厦门)科技集团股份公司)

AND
与

LIN XIAOJIAN
林小坚

AND
与

Yue Xiu Capital Limited
(越秀融资有限公司)

AND
与

Yue Xiu Securities Company Limited
(越秀证券有限公司)

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THIS AGREEMENT (this "**Agreement**") is made on 27 May 2025
本协议（本"**协议**"）订立于 2025 年 5 月 27 日

BETWEEN:
本协议订约方为：

Rongta Technology (Xiamen) Group Co., Ltd., a limited liability company incorporated in the PRC on 20 December 2010 and converted into a joint stock limited liability company on 28 October 2019, whose registered office is situated at Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC (the "**Company**");

容大合众(厦门)科技集团股份公司，一家于 2010 年 12 月 20 日在中国注册成立的有限责任公司，后于 2019 年 10 月 28 日变更为股份有限公司，其注册办事处地址位于中国福建省厦门市同安区同辉南路 88 号容大科技园（"**本公司**"）；

LIN XIAOJIAN (Identity Card Number of the People's Republic of China: 350524198603010537), whose address is located at No. 55 Shezhong, Liandoumei Village, Guanqiao Town, Anxi County, Fujian Province (the "**Investor**");
林小坚（中华人民共和国身份证号：350524198603010537）其地址位于福建省安溪县官桥镇莲兜美村社中 55 号（"**投资者**"）；

Yue Xiu Capital Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Sole Sponsor**"); and
越秀融资有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**独家保荐人**"）；及

Yue Xiu Securities Company Limited, a limited liability company incorporated in Hong Kong whose registered office is situated at Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong (the "**Overall Coordinator**").
越秀証券有限公司，一家于香港注册成立的有限公司，其注册办事处位于香港灣仔港灣道 30 號新鴻基中心 49 樓 4917–4937 室（"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for listing of its H Shares on the Stock Exchange (as defined below) by way of a global offering (the "**Global Offering**") comprising:
本公司已申请通过全球发售（"**全球发售**"）将其 H 股在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 1,840,000 H Shares (subject to reallocation) (as defined herein below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司公开发售 1,840,000 股 H 股股份（可予调整）（定义见本协议文）以供香港公众认购（"**香港公开发售**"），及

(ii) a conditional placing of 16,560,000 H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司依照证券法（定义见下文）项下的 S 规例在美国境外向投资者（包括向香港境内的专业及机构投资者进行配售）有条件配售 16,560,000 股 H 股股份（可予调整及视乎超额配股权形式如否而定（定义见下））（"**国际发售**"）。

(B) Yue Xiu Capital Limited is acting as the Sole Sponsor in the Company's listing application and Yue Xiu Securities Company Limited is acting as the Overall Coordinator of the Global Offering.
越秀融資有限公司担任本公司上市申请独家保荐人，且越秀証券有限公司担任全球发售的整体协调人。

(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.
投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
特此达成协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings:
本协议（包括其附表及序文）中，下列各词语及表达具有以下涵义：

"**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;
"**联属人士**"就特定个人或实体而言，除文意另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受该特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，"控制"（包括"控制"、"受控制"及"共同受控制"）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
"**财汇局**"指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
"**总投资额**"指发售价乘以投资者股份数目所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
"**批准**"具有第 6.2(f)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. For the avoidance of doubt, for the purposes of this agreement only, the definition of "close associate" under the Listing Rules which applies in relation to "a company" shall be construed to apply to the Investor;
"**联系人／紧密联系人**"须具有上市规则赋予该词的涵义，"**多位联系人／多位紧密联系人**"亦须据此解释。为免生疑问，仅就本协议而言，适用于"公司"的上市规则中"紧密联系人"的定义应解释为适用于投资者；

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

"**经纪佣金**"指依照上市规则之费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
"**营业日**"指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）;

"**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**"指由香港中央结算有限公司设立及运作的香港中央结算及交收系统;

"**Closing**" means closing of the subscription of the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
"**交割**"指依照本协议的条款及条件投资者认购以及公司的发行、配发、配售、分配和/或交付（视情况而定）股份的交割;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司条例**"指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) , as amended, supplemented or otherwise modified from time to time;
"**公司（清盘及杂项条文）条例**"指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）;

"**connected person/core connected person**" shall, unless the context otherwise requires, 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**"，除文意另有规定外，须具有上市规则赋予该词的涵义，"**多位关连人士／多位核心关连人士**"亦须据此解释;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
"关联关系"须具有《中国证监会备案规则》所赋予该词的涵义和解释;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
"**合约（第三者权利）条例**"指经不时修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

"**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**"除文意另有规定外，须具有上市规则赋予该词的涵义，"多位控股股东"亦须据此解释；

"**CSRC**" means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**中国证监会**"指中国证券监督管理委员会，即负责监督管理中华人民共和国全国证券市场的监管机构；

"**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》**"指中国证监会发布的经不时修订、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》及相关指引；

"**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 Coordinator shall notify the Investor in accordance with clause 4.3;
"**递延交付日期**"，受限于香港公开发售及国际发售包销协议的订立并成为无条件且并未终止，指整体协调人按照第 4.3 条通知投资者的稍晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
"**处置**"包括，就任何相关股份，直接或间接地；

(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 any interest in them, 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
无论直接或间接，且无论有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置或同意设置任何权利负担）相关股份，或可转换为、可行使以获得或可兑换为该等相关股份或其中的任何权益，或代表有权收取相关股份或其中的任何权益的任何其他证券中的任何合法或实益权益，或者就此类合法或实益权益设置任何性质的任何第三方权利，或者同意或订约作出上述行动，无论直接或间接地并且无论有条件或无条件地；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
订立全部或部分向他人转让该等相关股份的任何实益拥有权或其中任何权益或该等相关股份或其他证券或其中任何权益所有权的任何经济后果或影响的任何掉期或其他安排；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
订立直接或间接与上文(i)和(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 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，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及"**予以处置**"亦须据此解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;
"**FINI**"应具有上市规则中赋予该术语的含义；

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

"全球发售"具有鉴于序文(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 (including, without limitation, the Stock Exchange of Hong Kong, the SFC and the CSRC), self-regulatory organisation 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 institution;
"政府机关"指任何政府、政府间、监管或行政委员会、理事会、团体、机关或机构或任何证券交易所(包括但不限于香港联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关,无论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关;

"**Group**" means the Company and its subsidiaries;
"本集团"指本公司及其附属公司;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
"港元"指香港法定货币;

"**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"具有鉴于序文(A)赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
"H股"指本公司股本中面值为每股人民币1.00元的普通股,将以港元认购和交易,并将在联交所上市;

"**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;
"受偿方"具有第6.5条赋予该词的涵义;并且"受偿方"应视文意而定,指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
"国际发售"具有鉴于序文(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, as amended, supplemented or otherwise modified from time to time;

"国际发售通函"指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的经不时修订、补充或以其他方式修改的最终发售通函；

"**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)条赋予该词的涵义；

"**Investor Shares**" means the number of 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 Coordinator;
"投资者股份"指在国际发售中根据本协议的条款和条件并由公司和整体协调人确定向投资者发售的按照附表一计算的相关数量的股份；

"**Investor Subsidiary**" has the meaning given to it in clause 2.2;
"投资者子公司"具有第 2.2 条赋予该词的涵义；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;
"法律"指所有相关司法管辖区的任何政府机关（包括联交所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意通知、通函、指令、要求、命令、判决、判令或裁定；

"**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 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"指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）和占总投资额的 0.00015%的财汇局交易征费（或者于上市日期适用的交易征费）；

"**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 股最初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;
"上市指引"指联交所发出的经不时修订、补充或以其他方式修改的《新上市申请人指引》；

"**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;

"**上市规则**"指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指引和其他要求;

"**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;

"**Losses**" has the meaning given to it in clause 6.5;
"损失"具有第 6.5 条赋予该词的涵义;

"**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**"指根据全球发售将要发行或出售 H 股的每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**"具有国际发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;
"**各方**"指本协议中具名的各方,"**一方**"指其中任何一方(视文意规定);

"**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,仅就本协议而言,不包括香港、中国澳门特别行政区及台湾;

"**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, supplemented or otherwise modified from time to time;
"**初步发售通函**"指预计将由本公司就国际发售向有意投资者(包括投资者)刊发的初步发售通函及不时对其进行的修订、补充或其他修改;

"**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一第一部分赋予该词的涵义;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;
"**自有投资基础**"是指投资者为自己的账户和投资目的而进行的投资,而非代表任何第三方进行代理,无论该投资是否为该投资者的任何股东或基金投资者的利益而进行;

"**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**"指本公司将就香港公开发售在香港刊发的最终招股章程;

"**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**"指经不时修订或补充的，国际发售的初步发售通函和国际发售通函，本公司将就香港公开发售在香港刊发的招股章程以及本公司就全球发售可能刊发的此类其他文件和公告;

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
"**S 规例**"指《证券法》下的经不时修订、补充或以其他方式修改的 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 shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalisation issue or other form of capital reorganisation (whether such transactions are to be settled in cash or otherwise);
"**相关股份**"指投资者依据本协议认购的投资者股份，以及依据任何认股权发行、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）;

"**RMB**" means the lawful currency of the PRC;
"**人民币**"指中国法定货币;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;
"**证券法**"指经不时修订、补充或以其他方式修改的美国1933 年证券法以及据此颁布的规则及条例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
"**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**"指经不时修订、补充或以其他方式修改的证券及期货条例（香港法例第 571 章）;

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
"**股份**"指本公司股本中每股面值为 1.00 人民币的普通股;

"**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**"具有公司条例所载的涵义;

"**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、其领地和属地、美国各州及哥伦比亚特区;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
"**美元**"指美国法定货币; 及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
"**美国人士**"具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:
本协议中, 除文意另有规定外:

(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;
对某一"**条文**"、"**分条**"或"**附表**"的提述即是对本协议某一条文或分条或附表的提述;

(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、条款和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;

(c) the 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 schedules;
附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对附表的提述;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本;

(f) a reference to a statute or statutory provision includes a reference:
对法规或法律条文的提述包括对以下内容的提述:

(i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修改、补充、修订、重新制定的该法规或条文，或被任何法规或法律规定取代的法规或条文;

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
就任何已废除法规或法律条文重新制定的条文（经过或未经修订）；及

(iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例;

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期;

(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);
对"人士"的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述;

(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
对"**包括**"的提述应被解释为包括但不限于；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.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinator 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 and through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配股和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促致分配及／或交付（视情况而定）投资者股份；及

(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.
投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinator and the Sole Sponsor not later than three 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; (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 (the "**Investor Subsidiary**"), provided that:
投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的其全资附属公司认购投资者股份，且该全资附属公司是(i)非美国人士；(ii)位于美国境外且(iii)按照证券法项下的 S 规例在境外交易中购买投资者股份（"投资者子公司"），前提是：

(a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinator and the Sole Sponsor 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 the Investor Subsidiary, and
投资者须促致该投资者子公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该投资者子公司作出，及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor 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)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者子公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)保证按照第 6.5 条一经请求即向各受偿方进行充分且有效地补偿且使其获得补偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinator or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.
投资者于本第 2.2 条项下的义务构成其一经请求即向本公司、整体协调人或独家保荐人支付该投资者子公司根据本协议有责任支付的任何金额，以及一经请求及时履行该投资者子公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对该投资者子公司或任何其他人士采取行动的直接、主要及无条件义务。除文意另有规定外，投资者一词应在本协议中解释为包含该投资者子公司。

2.3 The Company and the Overall Coordinator 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.

本公司和整体协调人可经其全权酌情权确定全部或部分投资者股份的交付应按照第 4.3 条在递延交付日期发生。

2.4 The Company and the Overall Coordinator (on behalf of themselves and 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 Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表其自身及全球发售的包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将最终由本公司及整体协调人根据附表一厘定，而该决定将为不可推翻及对投资者具约束力，但有明显错误者除外。

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 Coordinator 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 jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下根据第 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、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：

(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;
香港公开发售及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件的且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（为其自身及代表全球发售中的包销商）已就发售价达成协定；

(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) (including those in connection with the subscription by the Investor of the Investor Shares) 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股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准）（包括与投资者认购投资者股份有关的事项），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

(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
任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；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 Closing) 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.
投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面于本协议签订之日以及于上市日期及交割时均准确、完整及真实，不具误导性且投资者方面并未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly 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 condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinator 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 thirty (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 Overall Coordinator and/or the Sole Sponsor 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 3.2 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 3.2.
如果第 3.1 条所载的任何条件于本协议签署之日后满一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配售、配发、分配及／或交付（视情况而定）或促致发行、配售、配发、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后三十（30）天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及／或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第 3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本第 3.2 条的任何内容不得被解释为使投资者有权在本第 3.2 条项下前述日期之前的期间内对投资者在本协议项下的陈述、保证和承诺的任何违反进行补救。

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 Overall Coordinator or the Sole Sponsor 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 Overall Coordinator and/or the Sole Sponsor or their respective affiliates, officers, directors, employees, staff, associates, partners, agents or representatives on the basis that the Global Offering 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.
投资者承认无法保证全球发售将完成或不会延迟或终止或发售价将在公开文件所载的指示性范围内，并且如果全球发售出于任何原因在拟定日期和时间之前延迟或终止、未继续或完成或根本未予完成，或发售价不在公开文件所载的指示性范围内，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因未在拟议日期和时间之前完成或根本未予完成或发售价不属载于公开文件的示意性范围内而向本公司、整体协调人及／或独家保荐人或其各自联属人士、高级管理人员、董事、雇员、员工、联系人、合伙人、代理及代表提起任何申索或诉讼的权利（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 Coordinator and/or their affiliates in their capacities as international

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 on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinator.

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售结束的同时，或在递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

In the event that the requirement pursuant to (i) Rule 8.08(3) of the Listing Rules, which stipulates 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 of the Company, or (ii) Rule 8.08(1)(a) of the Listing Rules under which at least 25% (or such lower percentage as may be approved by the Stock Exchange and applicable to the Company from time to time) of the Company's total number of issued shares must be held by the public, cannot be satisfied, the Overall Coordinator, the Sole Sponsor 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) and Rule 8.08(1)(a) of the Listing Rules.

若不能满足根据(i)上市规则第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的H股公众持股不得超过50%），或(ii)上市规则第8.08(1)(a)条项下的要求，本公司已发行股份总数的至少 25%（或经联交所批准并不时适用于本公司的较低百分比）必须由公众持有，整体协调人、独家保荐人及本公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足上市规则第 8.08（3）条项下的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, 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 Coordinator) by same day value credit on or before 5:00 p.m. (Hong Kong time) one business day prior to the Listing Date (or such other time which the Company, the Overall Coordinator and the Investor may agree in writing) 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 Coordinator 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.

无论投资者股份交付的时间和方式如何，投资者应于上市日期前一個工作天香港时间下午 5:00 或之前（或公司、总协调人及投资者书面同意的其他时间）通过电汇转账立即可用结算资金计存至整体协调人在上市日期前至少两（2）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

4.3 If the Company, the Sole Sponsor and the Overall Coordinator 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 Coordinator 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. Such determination by the Company and the Overall Coordinator will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investor Shares as specified in clause 4.2.
如果本公司、独家保荐人及整体协调人全权酌情决定认为，应于上市日期之后的某一日期（"**延迟交付日期**"）交付全部或部分投资者股份，则整体协调人应：（i）不迟于上市日期前两个（2）工作日，以书面形式通知投资者将被延迟交付的投资者股份数量；以及（ii）不迟于实际延迟交付日期前两个（2）工作日，以书面形式通知投资者延迟交付日期，前提是延迟交付日期不得晚于超额配售选择权可行使的最后一日之后的三个（3）工作日。本公司及整体协调人作出的此类决定对投资者具有最终性和约束力。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应按照第 4.2 条的规定支付投资者股份的总投资额。

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 Coordinator 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.
在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或按照第 4.3 条确定的递延交付日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

4.5 Without prejudice to clause 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
在不损害第 4.4 条的前提下，投资者股份的交付和付款也可以本公司、整体协调人、独家保荐人及投资者可书面协定的任何其他方式作出，前提是投资者股份的付款和交付不得晚于超额配股权可获行使最后一天起的三（3）个营业日作出。

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 Overall Coordinator and the Sole Sponsor reserve

the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinator and the Sole Sponsor 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 loss 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.
如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条在税后基础上完全负责承担并补偿各受偿方，因投资方未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免受损失并获得充分补偿。

4.7 None of the Company, the Overall Coordinator and the Sole Sponsor or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of them shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, 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 or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
如本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表因其控制以外（视乎情况而定）的状况，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，包括但不限于禽流感、严重急性呼吸系统综合征、H1N1 流感、H5N1、中东呼吸综合征、埃博拉病毒和最近的 COVID-19，宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、交通严重中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动的威胁和升级、

已宣布或未宣布的战争恐怖主义活动、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、停电或原材料短缺、飞机碰撞事件、技术故障、意外、结构或机械故障、电脑故障、汇款系统故障、禁运、劳资纠纷或其他工业行动、现有或未来法律之变动、现有或未来的政府行为或类似的，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人及独家保荐人及其其各自的子公司、联属人士、高级管理人员、董事、监事、员工、顾问、联系人、合伙人、代理和代表（无论是共同或单独）无需就任何延迟或未能执行本协议下规定的其各自的义务承担任何责任，且因其控制以外（视乎情况而定）的状况导致其无法履行或延迟履行其在本协议项下的义务，其中任一方均有权终止本协议。

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 the Investor Subsidiary (where the Investors Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that (a) without the prior written consent of each of the Company, the Overall Coordinator and the Sole Sponsor, the Investor will not and will cause its affiliates (including but not limited to the Investor Subsidiary) not to, whether directly or indirectly, at any time during the period of six months from 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 security convertible or exchangeable or exercisable or that represent a right to receive the foregoing); (ii) 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 (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as described in (i), (ii) and (iii) above, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary) to notify the Company, the Sole Sponsor and the Overall Coordinator in writing promptly prior to the proposed disposal and will take commercially reasonable steps and use its best endeavours to ensure that (i) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (ii) such disposal will not create a disorderly and false market in the H Shares; and (iii) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, subsidiary, affiliate or associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinator.

按照第5.2条，投资者为其自身并代表其投资者子公司（投资者股份由该全资附属公司持有的情况）与本公司、整体协调人及独家保荐人各自达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，自

上市日期起六(6)个月期间（"**禁售期**"）内的任何时间，投资者(a)不会且使其联属人士（包括但不限于投资者子公司）不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行使的证券，或代表接受上述权利的证券）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；及(b)若在禁售期之后任何时间处置（或处置的协议、合同或意向的公告）任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者子公司）在打算处置之前及时书面通知本公司、独家保荐人及整体协调人，并采取商业上合理的措施并尽最大努力确保：(i) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；(ii) 该处置行为不会导致 H 股出现混乱或虚假市场；(iii) 未经公司、独家保荐人及整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、子公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to the Investor Subsidiary, provided that, in all cases:
第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何投资者子公司，前提是，在所有情况下：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinator, which contains the identity of the Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于十（10）个工作日的书面通知，该通知应包含投资者子公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary was itself subject to such obligations and restrictions;

在此类转让之前，该投资者子公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该投资者子公司将受本协议下投资者义务的约束，包括本第 5 条载列的对投资者限制，犹如该投资者子公司本身就受上述义务和限制的规限；

(c) the Investor Subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该投资者子公司应被视为已作出第 6 条规定的相同承认、确认、陈述、承诺及保证；

(d) the Investor and the Investor Subsidiary 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;
投资者及该投资者子公司就彼等持有的所有相关股份被视为投资者，并须连带地承担本协议施加的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, the Investor 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 Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor 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 the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
如果在禁售期届满前的任何时间，该投资者子公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份完全及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺确保投资者子公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该投资者子公司本身须受限于该等义务和限制，并连带地承担本协议施加的一切责任及义务；及

(f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) is not acquiring the Relevant Shares for the account or benefit of any U.S. Persons; (iii) located outside the United States and (iv) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
该全资附属公司是(i)非美国人士；(ii)并非为任何美国人士的账户或利益获取相关股份；(iii)位于美国境外且(iv)按照证券法项下的 S 规例在境外交易中购买相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinator and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date 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 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 Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意并承诺，除获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者、及其紧密联系人于本公司已发行股本总额中（直接或间接）的持股总额应低于本公司全部已发行股本的 10%（或者上市规则中为界定"主要股东"而不时规定的其他百分比），且其于上市日期后 12 个月内不会成为上市规则定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意在发现上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its close associates 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.
投资者同意投资者持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及／或独家保荐人合理要求后，向本公司、整体协调人及／或独家保

荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其紧密联系人均不得通过询价圈购申请或下单购买全球发售下的H股（投资者股份除外），或申请认购香港公开发售中的H股。

5.5 The Investor and its affiliates, directors, supervisors, officers, employees, partners or agents shall not accept or enter into, and will not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees, partners or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors, officers, employees or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、董事、监事、高管、雇员、合伙人或代理不得接受或签订且不会接受或签订与本公司、本公司控股股东、集团任何其他成员或其各自联属人士、董事、监事、高管、雇员、合伙人或代理签订违背或违反上市规则（包括《上市规则》附录F1（股本证券的配售指引）、《上市指引》第4.15章或香港监管机构发出的书面指引）的任何安排或协议（包括任何附属协议）。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事、高管、雇员或代理均没有或将不会签订此类安排或协议。

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 Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人中的每一方承认、同意及确认：

(a) each of the Company, the Overall Coordinator, the Sole Sponsor 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;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高管、雇员、代理、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限）或者发售价将介乎公开文件所载的指示性范围内并且倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售

价并非介乎公开文件所载的指标性范围内，将不对投资者承担任何其他责任；

(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 displayed on the websites of the Company and the Stock Exchange 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、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他营销和路演资料中披露，此外投资者将在公开文件及其他营销和路演资料和公告中提述并且，特别是，本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及于公司及联交所网站上展示的重大合同；

(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 Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules);
根据上市规则要求提交给联交所或 FINI 的有关投资者的信息将与公司、联交所、证监会和其他必要的政府机关共享，并将包括在综合配售人名单中，该名单将在 FINI 上向总协调人披露（如上市规则所定义）。

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements to be entered into, among the Company, the Sole Sponsor, the Overall Coordinator (for itself and on behalf of other underwriters of the Global Offering) and the Investor shall not have any right to raise any objection thereto;
发售价将完全且排他性地根据本公司、独家保荐人、总协调人（代表其自身及代表全球发行的其他承销商）之间签订的相关承销协议规定的全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinator and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the

Sole Sponsor, the Overall Coordinator, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinator, or their respective affiliates, associates, officers, directors, supervisors, employees, advisors, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
投资者股份将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购，前提是投资者未曾依赖，且无权依赖公司法律顾问或独家保荐人、整体协调人及承销商的法律顾问就全球发售所出具的任何法律意见或其他建议；亦未曾依赖，且无权依赖公司、独家保荐人、整体协调人、承销商或其各自联属人士或顾问就全球发售进行或给出的任何尽职调查审查、调查或其他专业建议。投资者已自行获取其认为必要或适当的独立建议。公司、独家保荐人、整体协调人或其各自的联属人士、联系人、高管、董事、监事、雇员、顾问、合伙人、代理人及代表均不对投资者股份的获取或与投资者股份交易相关的任何税务、法律、货币或其他后果承担任何责任；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司章程大纲及细则或其他组建或设立文件及本协议的条款及条件接受投资者股份，并受其规限；

(g) the Investor is not an affiliate of the Company or a person acting on behalf of such an affiliate;
投资者不是本公司的联属人士或代表该联属人士行事的人；

(h) 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, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
按照上市规则第 18 项应用指引或《上市指引》第 4.14 章，上市规则附录 F1 所载的配售指引，或者不时由联交所批准且适用于本公司的其他百分比在国际发售与香港公开发售之间的 H 股重新分配可能会影响投资者股份的数量；

(i) the Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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; or (ii) the

minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
整体协调人、独家保荐人及本公司可能全权酌情决定调整投资者股份数目的分配，以符合(i)上市规则第 8.08（3）条，该条订明于上市日公众手中的 H 股不得由三位最大的公众股东实益拥有超过 50%；或(ii) 上市规则第 8.08（1）条规定的最低公众持股量或联交所批准的；

(j) none of the Company, the Sole Sponsor, the Overall Coordinator 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 acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、独家保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

(k) 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 Overall Coordinator and/or the Sole Sponsor 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;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及／或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

(l) 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;
投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为任何其他司法管辖区的任何人的帐户或利益，除非该司法管辖区适用法律允许；

(m) 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;
其理解并同意，根据 S 规例，投资者股份的转让只能在美国境外在"境外交易"（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资方股份的任何股份证书应附带实际具有该等作用的提示语；

(n) it understands that none of the Company, the Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出与能否享有证券法项下第 144 条或任何其他可享有的豁免有关的任何陈述；

(o) 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 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

(p) 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 about the Company, its "affiliate" (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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, officers, employees, advisers, partners, agents and representatives (the "**Authorised 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 Authorised Recipients; (ii) use its best efforts to ensure that its Authorised 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 Authorised 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;

其已收到（及将来可能收到）可构成本公司、其"关联人士"（定义见《证券法》第 D 条第 501(b)条）或其他有关投资者投资于（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，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、监事、高管、雇员、顾问、合伙人、代理人及代表（"**授权接收人**"）披露且仅用于评估其在投资股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars 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:
本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。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;
可能已经提供给投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许

该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

(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
可能已经提供给（无论书面或口头地）投资者、及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；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);
可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

(r) 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（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

(s) neither the Investor, nor any of its affiliates 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) with respect to the Investor Shares or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made in respect of the Investor Shares;
投资者及其任何关联人士，以及任何代表其或他们行事的人，均未进行且不会进行任何针对投资者股份的定向销售活动（根据 S 条例的定义），也不会以任何涉及根据《证券法》第 4(2)条所定义的公开发行的方式，进行与投资者股份相关的任何活动；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition 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;
其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料

(u) 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 Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, 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 Overall Coordinator, the Sole Sponsor and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, 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 the International Offering Circular;
在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及／或独家保荐人（包括其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表可能于本协议签署之日或之前向投资者提供的任何其他信息，而本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给与任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其各自董事、监事、高管、雇员、顾问、代理、代表、联系人、合伙人和联属人

士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

(v) none of the Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, supervisors, 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 its subsidiaries 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, 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 its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商及其各自董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明者外，本公司及其董事、监事、高管、雇员、附属公司、代理、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

(w) 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;
投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

(x) 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 Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，抑或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高管、雇员、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

(y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Sole Sponsor, the Overall Coordinator, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;

其理解目前不存在投资者股份的公开市场，且本公司、独家保荐人、总协调人、全球发售的承销商或其各自的子公司、联属人士、董事、监事、高管、雇员、代理、顾问、代表、联系人和合伙人，以及参与全球发售的任何各方均无法确保投资者股份将会存在公开或活跃的市场；

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

如果出于任何原因，全球发售延迟、终止或者无法完成，本公司、整体协调人、独家保荐人或其各自任何联系人、联属人士、董事、监事、高管、雇员、顾问、代理或代表均不对投资者或其附属公司负有任何责任；

(aa) the Company and the Overall Coordinator will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of number of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
本公司及整体协调人将拥有改变或调整以下事项的全权绝对酌情决定权：(i)全球发售项下将要发行的 H 股数目；及(ii)香港公开发售和国际发售项下分别将要发行的 H 股数目；及（iii）经联交所批准并符合适用法律的其他调整或重新分配 H 股的数量、发行价范围和最终发行价；

(bb) 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 or such other date as agreed in accordance with clause 4.2;
投资者同意总投资额及相关经纪佣金和征费的支付应在上市日期上午 8:00（香港时间）或者按照第 4.2 条约定的其他日期作出。

(cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
H 股的任何交易均需遵守适用的法律和法规，包括根据《证券及期货条例》（SFO）、《上市规则》、《证券法》以及任何其他适用法律、法规或任何相关证券交易所的有关规则对股份交易的限制；并且

(dd) 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;
任何不符合本协议限制条件的要约、销售、质押或其他转让行为，本公司将不承认其与相关股份有关的效力。

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinator and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其根据其成立地法律正式成立、有效存续且信誉良好，未有针对其破产、清算或结业提出的任何申请、发布的任何命令、或通过的任何有效决议；

(b) it has been qualified to receive and use the information (including this Agreement, the drafts of the Prospectus and Preliminary Offering Circular) under this Agreement, and the receipt and use of such information will not result in the breach of any law applicable to the Investor, or the completion of any filing or obtain of any approval in the jurisdiction of the Investor;
其有资格收取并使用在本协议项下的信息（其中包括本协议、招股章程初稿及初步发售通函初稿），而收取或使用该等信息不会违反适用于该投资者的任何法律，或将须在该投资者所在的司法管辖区内进行任何登记或获得任何许可；

(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;
其具有拥有、使用、租赁和经营其资产以及按现有方式开展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 authorisations 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;
其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

(e) this Agreement has been duly authorised, 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;
本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

(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;
其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

(g) all consents, approvals, authorisations, 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 effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All 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 promptly notify the Company, the Sole Sponsor and the Overall Coordinator in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
投资者已经获得任何相关法律项下适用于投资者且系投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（"批准"），而该等批准保持全面有效且未被无效、撤销、撤回或废止，且该等批准无需满足任何尚未满足或得到履行的前提条件；截至本协议日期，所有批准均未被撤销，投资者亦不知悉任何可能使批准无效、撤销或废止的事实或情况。投资者进一步同意并承诺，若任何批准因任何原因不再具有完全效力，或被无效、撤销、撤回或废止，将立即书面通知公司、独家保荐人及整体协调人。

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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 or (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 the Investor Shares or (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;
投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）以及本协议中所述交易的完成不会违反或导致投资者违反：(i) 投资者的组织大纲和章程或其他组织性或章程性文件，或 (ii) 投资者就本协议预期交易需遵守的，或就投资者认购投资者股份可能适用的任何司法管辖区的法律，(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（视情况而定）具有管辖权的任何政府机关的任何判决、命令或判令；

(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, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinator and/or the Sole Sponsor, 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, if any, and/or the person ultimately responsible for the giving of the instruction relating to the acquisition of the

Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including 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 direct and indirect subscriber and its ultimate beneficial owner(s) 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) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorises each of the Company, the Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors, officers, employees, advisors, partners, agents 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;
其已经并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（"**监管机构**"）规定的时间内，直接或通过公司、整体协调人及／或独家保荐人间接地向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（统称为"**监管机构**"）提供或促成提供并同意披露，在每种情况下，根据适用法律的要求或该等监管机构不时要求的信息（包括但不限于（i）投资者股份最终实益所有人（如有）及／或最终负责对投资者股份收购发出指示人员的身份信息（包括但不限于其各自的名称和注册成立的地点），（ii）本协议项下拟进行的交易（包括但不限于投资者股份的认购细节、投资者股份数量、总投资金额以及本协议项下的锁定期限制），（iii）交易结构（包括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（包括但不限于直接和间接认购人的身份信息及其最终受益人，以及提供此类互换安排或其他金融或投资产品的主体），以及/或（iv）投资者或其受益所有人及联系人与公司及其任何股东之间的任何关连关系）（统称为"**投资者相关信息**"），在任何监管机构要求的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事、高管、雇员、顾问、合伙人、代理人和代表，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，向该等监管机构和/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有关的信息；

(j) neither the Investor nor or any of its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) or otherwise, from the Company, or its

Controlling Shareholders (as defined in the Prospectus), or any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of the relevant rules of the Stock Exchange;
概无投资者或其任何联属人士、董事、监事（如适用）、高管、雇员、代理或代表以不符合《上市规则》（包括《上市指引》第 4.15 章）的附函或其他方式接受或订立任何协议或安排以接受本公司或其控股股东（定义见招股说明书）或本集团任何成员公司提供的任何直接或间接利益，或任何彼等各自的联属人士、董事、监事、高管、雇员、代理或全球发售代表的任何直接或间接利益，或以其他方式从事任何不符或违反香港联交所的行为或活动；

(k) neither the Investor nor any of its associates has applied or will apply for or place an order 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;
除非根据本协议，否则投资者或其任何联系人均未申请且不会申请或申购，或通过簿记程序申请或申购任何全球发售下的 H 股；

(l) 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;
投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的优点及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；

(m) 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 Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务是购买或出售股票或债券或其为专业投资者，一经签订本协议，其不是任何整体协调人或独家保荐人就其项下预期交易的客户；

(n) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事、或高管；

(o) the Investor is subscribing for the Investor Shares outside the United States in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
投资者认购股份发生在美国境外，则按照证券法 S 规例中定义的"境外交易"实施且其不是美国人士；

(p) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

(q) the Investor and the Investor's 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 constitute a "connected transaction" (as defined in the Listing Rules) or result in the Investor and its beneficial owner(s) 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 The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), 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 (a) any core connected person (as defined in the Listing Rules) of the Company or (b) 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) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinator in writing;
投资者及其实益拥有人及／或联系人：(i)系独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会构成"关连交易"（定义见《上市规则》）或使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行

动（定义见证监会颁布的公司收购、合并及股份回购守则）；(iii)有财政能力履行本协议项下的所有义务；(iv)不由(a)任何核心关连人士（定义见上市规则）或(b)本公司、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，或其中任何一方的紧密联系人（定义见《上市规则》）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；且(v)不属于《上市规则》附录F1（股本证券的配售指引）第5段所述类别的人员；并且（vi）与公司或其任何股东均无任何关连关系，除非已书面披露给公司、独家保荐人及整体协调人。

(r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
投资者将使用自有资金认购投资者股份，并且其未获取且不打算获取任何贷款或其他形式的融资以履行其在本协议项下的支付义务。

(s) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, 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;
投资者及其实益拥有人及／或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售的包销商、牵头经纪或任何分销商的"关连客户"，且不属于《上市规则》附录 F1（股权证券的配售指引）所述的任何类别的人士。"关连客户"、"牵头经纪"及"分销商"应具有上市规则附录F1（股本证券的配售指引）赋予其的涵义；

(t) 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;
根据全权委托投资协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。"**全权委托投资**"应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

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

投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括在本协议签订之前十二（12）个月内作为董事）、监事或现任股东，或任何前述人士的联系人或被提名人；

(v) save as previously notified to the Sole Sponsor and the Overall Coordinator 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;
除已书面通知独家保荐人和整体协调人的情况外，投资者及其受益所有人不属于（a）证券交易所在 FINI 配售人名单模板中规定的配售对象类别（"基石投资者"除外）或根据 FINI 界面或上市规则（与配售对象相关）需披露的类别；或（b）根据上市规则（包括但不限于上市规则第 12.08A 条）需在公司的配售结果公告中识别的任何配售对象群体。

(w) 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;
投资者未与任何"分销商"（定义见证券法项下的 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意的除外；

(x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapters 4.14 and 4.15 of the Guide for New Listing Applicants and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinator to be in breach of such provisions;
认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及新上市申请人指南第 4.14 及 4.15 章及证监会发出的指引（不时更新或修订），并将避免以任何可能导致本公司、独家保荐人及/或总协调人违反该等条文的方式行事；

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
投资者及其紧密联系人（按《上市规则》定义）直接或间接持有的公司已发行股份总额，不应导致公司由公众持有的证券比例（按《上市规则》

的定义）低于《上市规则》所要求的比例，或低于证券交易所另行批准的比例。

(z) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; 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; and
投资者、其各自的实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；及

(aa) 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;
除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺。

(bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinator 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.
除已书面披露给公司、独家保荐人及整体协调人的情况外，投资者、其受益所有人和/或联系人未曾进行且不会进行任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinator and the Sole Sponsor 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 Sole Sponsor and the Overall Coordinator 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 which may be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinator and the Sole Sponsor. 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 Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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 or deceptive and will promptly notify in writing of any changes to such description and provide updated information and/or supporting documents to the Company, the Sole Sponsor and the Overall Coordinator.

投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及向监管机构和/或任何本公司、独家保荐人、总协调人及其各自联属人士提供和/或应其要求提供的所有投资者相关信息均真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤消地同意，公开文件、营销和路演材料及／或本公司、整体协调人及／或独家保荐人可能发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、整体协调人及／或独家保荐人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均真实、准确、完整且不具有误导性或欺骗性，并将及时以书面形式及时通知该等描述的任何变更，并向本公司、独家保荐人和总协调人提供最新信息和/或证明文件。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, 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 Overall Coordinator, the Sole Sponsor, the underwriters, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者了解，第 6.1 条及第 6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确

认或承认的任何方面不再准确和完整或具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

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 Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective 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 ("**Losses**") 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 the Investor Subsidiary (whether any Relevant Shares are to be held by such Investor Subsidiary) or its respective officers, directors, supervisors (where applicable), 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.
投资者同意并承诺，对于向本公司、整体协调人、独家保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高管、董事、雇员、员工、联系人、合伙人、代理人和代表（统称为"**受偿方**"），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害（"**损失**"），包括投资者或投资者子公司（不论该等投资者子公司是否持有任何相关股份）或其各自的高管、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将按税后基准按要求全面有效地补偿该等受偿方并使其不受损害。

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 and, if applicable, the Delayed Delivery Date.
投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日及（如适用）递延交付日期重复作出。

6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

(a) it has been duly established and is validly existing under the laws of the PRC;
其依据中国法律合法设立并合法存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

(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 and shall conform with the description of the H Shares contained in the Prospectus;
在已付款并且遵守第5.1条规定的禁售期的前提下，投资方股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股处于同一顺位，并应符合招股说明书中对H股的描述；

(d) none of the Company and its Controlling Shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, 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 and written guidance issued by the Hong Kong regulators from time to time) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东（定义见上市规则）、任何本集团成员公司及其各自的联属人士、董事、监事、高管、员工及代理均未与任何投资者或其联属人士、董事、监事、高管、员工或代理达成任何与上市规则（包括《上市指引》第4.15章及香港监管机构不时发出的书面指引）不符的协议或安排，包括任何补充信；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, 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.
除本协议规定的以外，本公司、或任何本集团成员公司及其各自的任何联属人士、董事、监事、高管、员工及代理未与任何政府机关或任何第三方就任何投资者股份达成任何安排、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、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中H股的其他投资者具有相同权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2 or 4.5;
根据第3.2条或第4.5条终止；

(b) solely by the Company, or by each of the Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations 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 to this Agreement); or
如果在国际发售的交割如适用，或者递延交付日期当日或之前投资者严重违反本协议（或在根据第5.2条转让投资者股份的情况下，投资者子公司）（包括严重违反本协议项下的任何陈述、保证、承诺及确认在任何方面为不准确或失实，则本公司、整体协调人及独家保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) with the written consent of all the Parties.
所有各方书面同意后终止本协议。

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 clause 11 set forth below) 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条的情况下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（下文第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by each of the Investor herein shall survive notwithstanding the termination of this Agreement.
尽管有上述规定，在任何情况下，第 6.5 条在本协议终止后仍然有效，且尽管本协议终止，各方投资者在本协议项下给予的赔偿仍将继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公布和保密

8.1 Save as otherwise provided in this Agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除非本协议中另有规定（如有），否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinator and/or the Sole Sponsor are 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 the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受制的其他监管机构披露，且本公司待发布的公开文件、营销和路演材料以及本公司、整体协调人及／和/或独家保荐人待发布的与全球发售有关的其他公告中可对投资者的背景以及本公司和投资者之间的关系作出说明；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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
向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高管和相关雇员、代表和代理在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理知晓

并遵守本协议中列明的所有保密义务；及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高管和相关雇员、代表和代理违反该等保密义务的行为负责；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 making it available for inspection by the public 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.
任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括但不限于联交所、证监会和中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并供公众查阅），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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 Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
除以上情形外，投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

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 Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive 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 Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 The Investor undertakes to promptly 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinator or the Sole Sponsor) 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 Sole Sponsor and/or the Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺立即就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其所有权（包括最终实益所有权）、及／或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人和/或整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 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:
本协议下传达的所有通知应以书面形式并以英文或中文写就，且应以第 9.2 条要求的形式发送至以下地址：

If to the Company, to:
如发送至本公司，则发送至：

Address 地址:	Rongda Science and Technology Park, No. 88 Tonghui South Road, Tong'an District, Xiamen, Fujian, the PRC; 中国福建省厦门市同安区同辉南路 88 号容大科技园;
Email 电子邮件:	<rt23@rongtatech.com>
Attention 收件人:	Mr. Hu Zunfa 胡遵法先生

If to the Investor, to:
如发送至投资者，则发送至：

Address 地址:	No. 55 Shezhong, Liandoumei Village, Guanqiao Town, Anxi County, Fujian Province 福建省安溪县官桥镇莲兜美村社中 55 号
Email 电子邮件:	783285015@qq.com
Attention 收件人:	LIN XIAOJIAN

If to the Sole Sponsor, to:
如发送至独家保荐人，则发送至：

Address 地址：	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人：	Corporate Finance
Email 电子邮件：	ibd_project.ww111@yxsh.hk
Facsimile 传真：	+852 2608 2383

If to the Overall Coordinator, to:
如发送至整体协调人，则发送至：

Address 地址：	Rooms Nos. 4917–4937, 49/F, Sun Hung Kai Centre, No. 30 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道30號新鴻基中心49樓4917–4937室
Attention 收件人：	ECM
Email 电子邮件：	ecm_projet.ww111@yxsh.hk
Facsimile 传真：	+852 3583 1689

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent 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),and if sent by pre-paid post, (in the absence of evidence of earlier receipt) forty-eight (48) hours after it was posted (or six (6) 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.
本协议项下交付的任何通知应以专人交付、传真发送、电子邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发送，则在发送时间后立即视作收妥（根据发送者发送电子邮件的设备上的记录，无论电子邮件是否被确认，除非发送者收到电子邮件未送达的自动消息）；如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满四十八（48）小时（或满六（6）日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL 一般规定

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorised, 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 may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorisations 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.
每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可据本协议条款对其强制执行；除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

10.2 The obligations of each of the Company, the Sole Sponsor and the Overall Coordinator as provided in this Agreement are several (and not joint or joint and several). None of the Company or the Sole Sponsor or the Overall Coordinator, will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Company, the Sole Sponsor and the Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议中规定的本公司、独家保荐人和整体协调人的义务是分别承担的（并非共同承担或连带承担）。本公司、独家保荐人或整体协调人中的任何一方均不对其他一方未能履行其在本协议项下的各自义务承担责任，且任何此类未能履行的情况均不影响其他一方执行本协议条款的权利。尽管有上述规定，本公司、独家保荐人和整体协调人中的每一方均有权在适用法律允许的范围内单独或与其他一方共同行使本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement and the amount of payment required to be made by the Investor pursuant to clause 4 of this Agreement and for the purposes of this Agreement.
就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据本协议第 4 条以及为本协议目的而需要支付的付款金额应具有决定性，但有明显错误者除外。

10.4 The Investor, the Company, the Overall Coordinator and the Sole Sponsor 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、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

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. For the avoidance of doubt, any alternation to, or variation of, this Agreement, shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。为免生疑问，对本协议的任何修改或变更均不需要事先通知非一方当事人或征得其同意。

10.6 This Agreement is written in English and Chinese. In case of any inconsistencies between the English version and the Chinese version, the English version shall prevail.
本协议以中文和英文书就。如中英文文本间有任何不一致的，以英文文本为准。

10.7 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.
除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。

10.8 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.
时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

10.9 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.
本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

10.10 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.
除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

10.11 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 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(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 clause 10.11(a).
在未获得第10.11(a)条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

10.12 Each of the Overall Coordinator and the Sole Sponsor has the power and is hereby authorised to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think 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 Overall Coordinator or Sole Sponsor shall 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 clause notwithstanding any such delegation.
整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应对根据本条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

10.13 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.

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 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:
如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
该等规定或本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 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.
本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 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 Delayed Delivery Date (if applicable), the Company, the Overall Coordinator and the Sole Sponsor 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.

如果投资者在上市日当日或递延交付日期（如适用）或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人（如适用）有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 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.
每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. GOVERNING LAW AND JURISDICTION 适用法律和司法管辖区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof or any disputes regarding non-contractual obligation arising out of it ("**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.
因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张或由此产生的非合同义务纠纷（"**争议**"）应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况

下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

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.
如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT 法律程序文件代理人

13.1 The Investor irrevocably appoints LIN XIAOJIAN 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).
投资者不可撤销地同意委任林小坚，为且代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。

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 Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.

如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的三十（30）天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

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.
本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成同一文书。以电子邮件附件（pdf格式）或传真形式交付的签字后的本协议签字页相同文本应视为有效的交付形式。

15. ANTI-BRIBERY AND ANTI-MONEY LAUNDERING 反贿赂及反洗钱

15.1 Each of the Company, the Investor hereby undertakes not to commit any form of bribery, corruption and money laundering whether by itself, its directors, supervisors, officers, employees, partners or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere. Each of the Company, the Investor confirms and acknowledges that it must comply with the relevant laws and regulations on the prevention of bribery and money laundering. Each of the Company, the Investor must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that it will or might do any such thing in future) in any way connected with this Agreement.
公司和投资者均谨此承诺，无论其自身、其董事、监事、高管、雇员、合伙人或代理人（如适用），在本协议的整个过程中及与本协议相关的任何时间内，无论在香港还是其他任何地方，均不会以任何形式从事贿赂、腐败及洗钱行为。公司和投资者均确认并承认，必须遵守有关防止贿赂及洗钱的法律法规。公司和投资者均不得以与本协议相关的任何方式，提供、承诺、给予、授权、索要或接受任何形式的不正当金钱或其他利益（或暗示将来会或可能会从事此类行为）。

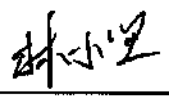
IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorised signatory on the date set out at the beginning.
各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

FOR AND ON BEHALF OF 代表:
Rongta Technology (Xiamen) Group Co., Ltd. (容大合众(厦门)科技集团股份公司)
By 签署:

林燕琴

Name 姓名: Lin Yanqin
Title 职务: Director

LIN XIAOJIAN
林小坚
By 签署:



FOR AND ON BEHALF OF 代表:
Yue Xiu Capital Limited（越秀融资有限公司）

By 签署:

Name 姓名: Wu Ka Chun
Title 职务: Associate Director

FOR AND ON BEHALF OF 代表:
Yue Xiu Securities Company Limited（越秀証券有限公司）

By 簽署:

Name 姓名: Lo Mun Keung
Title 职务: Managing Director

SCHEDULE 1 附表一

INVESTOR SHARES
投资者股份

Number of Investor Shares
投资者股份的数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 20,000,000 (HK$20,000,000) (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 as disclosed in the Prospectus.
投资者股份的数目应等于：(1)20,000,000 港元（不包括投资者就投资者股份将要支付的经纪费和交易征费）除以(2)发售价，舍入凑整到最接近招股章程所披露的一整手。

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 and Conditions of the Global Offering – Hong Kong Public Offering – Reallocation and Clawback" 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 Overall Coordinator, the Sole Sponsor 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, the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange 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 条规定、上市指引第 4.14 章规定及联交所给予的豁免（如有），如果香港公开发售出现超额认购，则投资者根据本协议认购的投资者股份可能会因 H 股在国际发售与香港公开发售的重新分配而受影响。如果对香港公开发售 H 股的总需求量在本公司最终版招股章程"全球发售的架构及条件—香港公开发售—重新分配及回补"一节所述的范围内，则投资者股份的数量将按比例减少，以满足香港公开发售的公开需求。 此外，整体协调人、独家保荐人及本公司可全权酌情决定调整投资者股份数目的分配，以符合上市规则第 8.08（3）条，该条订明于上市日公众手中的H股不得由三位最大的公众股东实益拥有超过50%，上市规则第 8.08（1）条规定的或联交所另外批准的最低公众持股量要求及上市规则附录 F1 所载的配售指引。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR
投资者详情

The Investor
投资者

Place of incorporation 成立所在地:	/
Certificate of incorporation number 公司注册证明书号码:	/
Business registration number 营业登记号:	/
Business address and telephone number and contact person: 营业地址、电话及联系人:	/
Principal activities 主营活动:	/
Ultimate controlling shareholder 最终控股股东:	/
Place of incorporation of ultimate controlling shareholder 最终控股股东的成立所在地:	/
Business registration number of ultimate controlling shareholder 最终控股股东的营业登记号:	/
Principal activities of ultimate controlling shareholder 最终控股股东的主营活动:	/
Shareholder and interests held 股东及所持股权:	/
Description of the Investor for insertion in the Prospectus 加入到招股章程中的投资者描述:	Mr. Lin Xiaojian (林小坚) is an individual investor, a businessman and an Independent Third Party. Mr. Lin has over a decade of experience in logistics and building materials industries. He also has experience in investments in the secondary markets for companies specialised in manufacturing of intelligent hardware and electronic products. As confirmed by Mr. Lin Xiaojian, he decided to invest in our Company because he is confident in our Company's business and prospect.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be	Cornerstone investor 基石投资者

disclosed by the FINI interface in relation to placees:

相关投资者类别（要求包含在证券交易所的FINI承配人名单模板中或要求由FINI接口披露与承配人相关的投资者类别）：