

Dated October 29, 2026

JIANGSU XINDE SEMICONDUCTOR TECHNOLOGY CO., LTD.
(江蘇芯德半導體科技股份有限公司)

and

THE WARRANTING SHAREHOLDERS
(named in Schedule 2)

and

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of initially 10,656,500
H Shares (subject to reallocation) of nominal value of RMB1.00
each in
JIANGSU XINDE SEMICONDUCTOR TECHNOLOGY CO.,
LTD.
(江蘇芯德半導體科技股份有限公司)

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THIS AGREEMENT is made on **October 29, 2026**

BETWEEN:

- (1) **JIANGSU XINDE SEMICONDUCTOR TECHNOLOGY CO., LTD.** (江蘇芯德半導體科技股份有限公司), a joint stock company established in the PRC with limited liability whose registered address is at No. 8, Linchun Road, Pukou Economic Development Zone, Pukou District, Nanjing City, Jiangsu Province, PRC (the “**Company**”);
- (2) **THE WARRANTING SHAREHOLDERS** whose names are set out in Schedule 2 (the “**Warranting Shareholders**”);
- (3) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose registered address is at 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”); and
- (4) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company is a joint stock company incorporated in the PRC with limited liability on September 11, 2020, and was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (as defined below) on October 24, 2025. As of the date hereof, the Company has a registered share capital of RMB959,061,732.00 divided into 959,061,732 Shares (as defined below) with a nominal value of RMB1.00 each.
- (B) As at the date of this Agreement, the Warranting Shareholders were in aggregate interested in approximately 24.95% of the total issued share capital of the Company.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell H Shares outside the United States to institutional and professional investors and other investors anticipated to have a sizeable demand for the H Shares in the International Offering.
- (D) Huatai has been appointed as the Sole Sponsor, the Sole Sponsor-Overall Coordinator, a Joint Global Coordinator, a CMI, a Joint Bookrunner and a Joint Lead Manager in connection with the Global Offering.
- (E) The Sole Sponsor has made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the H Shares on the Main Board.
- (F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as the H Share Registrar.

- (I) The Company has appointed Bank of Communications (Hong Kong) Limited as the Receiving Bank for the Hong Kong Public Offering and Bank of Communications (Nominee) Company Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on August 20, 2026, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.
- (K) The Company, the Warranting Shareholders, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (L) At a meeting of the Board held on October 20, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and each person who is an authorized signatory was authorized to, acting individually or jointly, sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“Acceptance Date” means the date on which the Application Lists close in accordance with Clause 4.4;

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

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

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

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

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

“Announcement Date” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be November 9, 2026;

“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 posted on the Stock Exchange’s website at www.hkexnews.hk on October 31, 2025 and May 8, 2026;

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

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

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

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

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

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

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

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

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

“CMI(s)” means the capital market intermediaries appointed by the Company in relation to the Global Offering in accordance with the Code of Conduct; whose names and addresses are set out in *Schedule 1*;

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

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

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

“Company’s HK Counsel” means Tian Yuan Law Firm LLP, being the Company’s legal advisers as to Hong Kong laws, of Suites 3304-3309, 33/F, Jardine House, One Connaught Place, Central, Hong Kong;

“Company’s IP Counsel” means AllBright Law Offices, being the Company’s legal advisers as to PRC intellectual property laws, of 15/F, HKRI Center One, HKRI Taikoo Hui, No. 288, Shimen Road (No. 1), Jing’an District, Shanghai, PRC;

“Company’s Litigation Counsel” means Jiangsu Junbo Law Firm, being the Company’s legal advisers as to PRC litigation laws, of Room 331, 3/F, Concentric Makerspace, No. 120, Xinqu Road, Pukou District, Nanjing, PRC;

“Company’s PRC Counsel” means Jiangsu C&T Partners Law Firm, being the Company’s legal advisers as to PRC laws, of 4/F, Block C, Jiangdao Intelligence Cube, Xiankun Road, Jianye District, Nanjing City, Jiangsu Province, PRC;

“Company’s Sanctions Counsel” means Eversheds Sutherland, being the Company’s legal advisers as to International Sanctions and Export Control laws, of 37/F, One Taikoo Place, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong;

“Compliance Advisor” means Quam Capital Limited;

“Compliance Advisor Agreement” means the agreement entered into between the Company and the Compliance Advisor on October 28, 2025, appointing the Compliance Advisor to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

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

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

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

“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;

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

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

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

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

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

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

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

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

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

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

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

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

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

“FINI Agreement” means the FINI agreement dated October 23, 2026 and entered into between the Company and HKSCC;

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

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

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

“Group Company” means a member of the Group;

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

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

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

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

“White Form eIPO Service” means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing

investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus; and

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited;

“HKSCC” means Hong Kong Securities Clearing Company Limited;

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

“Hong Kong Offer Shares” means the 10,656,500 new 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 2.7, 4.11 and 4.12;

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

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

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

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

“Hong Kong Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

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

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

“Indemnified Parties” means the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, Affiliates, directors, officers, employees, advisers, consultants, assignees and agents of each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates;

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

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

“Intellectual Property” means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

“Internal Control Consultant” means BDO China Shu Lun Pan Certified Public Accountants LLP, the internal control consultant to the Company;

“International Offer Shares” means the 95,906,000 H Shares to be initially offered to investors at the Offer Price under the International Offering, subject to adjustment and reallocation as provided in this Agreement and the International Underwriting Agreement;

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

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

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

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Warranting Shareholders, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the International Underwriters on or around November 6, 2026;

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

“Joint Bookrunners” means Huatai Financial Holdings (Hong Kong) Limited, Huafu International Securities Limited, First Shanghai Securities Limited, SDIC Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CNCB (Hong Kong) Capital Limited, SPDB International Capital Limited, CMBC Securities Company Limited, Winbull Securities International (Hong Kong) Limited and Emperor Securities Limited, being the Joint Bookrunners to the Global Offering;

“Joint Global Coordinators” means Huatai Financial Holdings (Hong Kong) Limited, Huafu International Securities Limited and First Shanghai Securities Limited, being the Joint Global Coordinators to the Global Offering;

“Joint Lead Managers” means Huatai Financial Holdings (Hong Kong) Limited, Huafu International Securities Limited and First Shanghai Securities Limited, being the Joint Lead Managers to the Global Offering;

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

“Legal Advisers” means the entities whose names and addresses are set out in the Prospectus, being the legal advisers to the Company and to the Underwriters;

“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 November 10, 2026;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, the Guide, guidance, guidelines and other requirements of the Stock Exchange;

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

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

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

“Money Settlement Failure” means a notification by HKSCC to any of the Sole Sponsor or the Sole Sponsor-Overall Coordinator that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for Hong Kong Offer Shares” in the Prospectus;

“Nominee” means Bank of Communications (Nominee) Company Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

“OC Engagement Letters” means the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate and the engagement letter in respect of the Global Offering entered into between the Company and each of Huafu International Securities Limited and First Shanghai Securities Limited dated November 10, 2025 and May 22, 2026, respectively;

“Offer Price” means the final price per H Share in Hong Kong dollars (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) of not less than HK\$8.60 and expected to be not more than HK\$9.60, at which Hong Kong Offer Shares are to be subscribed, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

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

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

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

“Operative Documents” means the Receiving Bank Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements, Price Determination Agreement, the FINI Agreement, or any relevant one or more of them as the context requires;

“Overall Coordinators” means the entities whose names and addresses are set out in the Prospectus, being the overall coordinators to the Global Offering;

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

“PHIP” means the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on October 21, 2026 as amended or supplemented by any amendment or supplement thereto;

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

“Preliminary Offering Circular” means the preliminary offering circular dated October 29, 2026 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of, among others, the Hong Kong Public Offering in accordance with Clause 2.6;

“Proceedings” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments,

awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

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

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about October 30, 2026;

“Receiving Bank” means Bank of Communications (Hong Kong) Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

“Receiving Bank Agreement” means the agreement dated October 29, 2026 entered into between the Company, the Receiving Bank, the Nominee, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the H Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated October 22, 2026 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

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

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

“Reporting Accountants” means Ernst & Young, Certified Public Accountants;

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

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

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

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

“Share(s)” means the ordinary shares in the capital of the Company with a nominal value of RMB1.00 each;

“Single Largest Group of Shareholder(s)” unless the context requires otherwise, collectively refers to the persons named in the Prospectus;

“Sole Sponsor” means Huatai Financial Holdings (Hong Kong) Limited, being the Sole Sponsor to the Global Offering;

“Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate” means the engagement letter in respect of the Global Offering entered into by the Company and Huatai dated August 26, 2025;

“Sole Sponsor-Overall Coordinator” means Huatai Financial Holdings (Hong Kong) Limited, being the sole sponsor-overall coordinator to the Global Offering;

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

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

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

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

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

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

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

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

“Underwriters’ HK Counsel” means Jingtian & Gongcheng LLP, being the Underwriters’ legal advisers on Hong Kong laws, of Suites 3203-3209, 32/F, Edinburgh Tower, The Landmark, 15 Queen’s Road Central, Hong Kong;

“Underwriters’ PRC Counsel” means Allbright Law Offices, being the Underwriters’ legal advisers on PRC laws, of 15/F, HKRI Center One, HKRI Taikoo Hui, No. 288, Shimen Road (No. 1), Jing’an District, Shanghai, PRC;

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

“Unlisted Share(s)” means ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which is/are not currently listed or traded on any stock exchange;

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

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

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

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

“Warrantors” means the Company and the Warranting Shareholders;

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

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

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

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

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

1.3.4 a **“person”** shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a **“subsidiary”** or a **“holding company”** are to the same as defined in section 15 and 13 of the Companies Ordinance;

1.3.6 **“Clauses”, “Paragraphs”, “Recitals” and “Schedules”** are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 **“parties”** are to the parties to this Agreement;

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

1.3.9 the terms **“or”, “including” and “and”** are not exclusive;

1.3.10 the terms **“purchase” and “purchaser”**, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms **“sell” and “sale”**, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;

- 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
- 1.3.12 a “**certified true copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
- 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Sole Sponsor or the Sole Sponsor-Overall Coordinator shall only be exercised when the Sole Sponsor or the Sole Sponsor-Overall Coordinator (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):
 - 2.1.1 the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) may agree, respectively;
 - 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;
 - 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other

conditions as may be acceptable to the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the H Shares on the Main Board;

- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) and the Company) in accordance with Clause 2.6 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the Price Determination Date and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
- 2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its/his/her part under this Agreement to be performed or satisfied (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 conditions must be met;
- 2.1.10 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and

- 2.1.11 all of the Approvals and Filings required to be made prior to the Global Offering in connection with the application for listing of the H Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Sole Sponsor-Overall Coordinator may determine (in which case the Sole Sponsor and the Sole Sponsor-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 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and Sole Sponsor-Overall Coordinator to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **No waiver in certain circumstances:** The Sole Sponsor's, the Sole Sponsor-Overall Coordinator's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent

the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by November 6, 2026, and no extension is granted by the Sole Sponsor and the Sole Sponsor-Overall Coordinator pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sole Sponsor and the Sole Sponsor-Overall Coordinator) hereby authorizes the Sole Sponsor and the Sole Sponsor-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 Sole Sponsor-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.

- 2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, (i) as soon as practicable following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.jssisemi.cn) notices of the reduction. Upon issue of such a notice, the revised Offer Price and/or number of Offer Shares will be final and conclusive. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI pursuant to the supplemental prospectus.

3 APPOINTMENTS

- 3.1 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai as the Sole Sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to their engagement under the terms and conditions of the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate, which shall continue to be in full force and effect.
- 3.2 **Sole Sponsor-Overall Coordinator and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai as the Sole Sponsor-Overall Coordinator and of Huatai, Huaifu International Securities Limited and First Shanghai Securities Limited as the Overall Coordinators in connection with the Global Offering, and each of the Sole Sponsor-Overall Coordinator and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor-Overall Coordinator and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate and the OC Engagement Letters, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, Huaifu International Securities Limited

and First Shanghai Securities Limited as the Joint Global Coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, Huaifu International Securities Limited, First Shanghai Securities Limited, SDIC Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CNCB (Hong Kong) Capital Limited, SPDB International Capital Limited, CMBC Securities Company Limited, Winbull Securities International (Hong Kong) Limited and Emperor Securities Limited as the Joint Bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, Huaifu International Securities Limited and First Shanghai Securities Limited as the Joint Lead Managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, Huaifu International Securities Limited, First Shanghai Securities Limited, SDIC Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CNCB (Hong Kong) Capital Limited, SPDB International Capital Limited, CMBC Securities Company Limited, Winbull Securities International (Hong Kong) Limited and Emperor Securities Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sole Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator,

CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements. For the avoidance of doubt, the Company does not owe any duty or obligation of any of the sub-underwriters (or any sub-underwriters of such sub-underwriter) so appointed and none of the Warranties is for the benefit of such sub-underwriter.

3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any omission of material 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 of the matters referred in Clauses 9.2.1 to 9.2.3; and

3.11.3 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

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

3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sole Sponsor-Overall Coordinator, in its role as such, is acting solely as sponsor-overall coordinator of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely

as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof. The Warrantors further acknowledge and agree that each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers is acting in the capacity as a Sponsor, Sponsor-Overall Coordinator, Overall Coordinator, Global Coordinator, CMI, Bookrunner, Lead Manager or Hong Kong Underwriter subject to the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code of Conduct**"), and therefore the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters only owe certain regulatory duties to the Stock Exchange and the SFC but not to any other party including the Warrantors.

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

The Warrantors, on the one hand, and the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the

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

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

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

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

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

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

4 HONG KONG PUBLIC OFFERING

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

determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

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

- 4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
 - 4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
 - 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an “**Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the “**Unsubscribed Shares**”), as the Sole Sponsor-Overall Coordinator may in its sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that
- 4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);
 - 4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Sole Sponsor-Overall Coordinator may determine to avoid fractional shares;

- T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;
- C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

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

None of the Sole Sponsor-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 Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Sole Sponsor-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 Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.
- 4.8 **Accepted applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Sole Sponsor-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 Unsubscribed Shares:** In the event of an Under-Subscription, the Sole Sponsor-Overall Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day

of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

- 4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Sole Sponsor-Overall Coordinator records for the duly completed applications; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sole Sponsor-Overall Coordinator on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Sole Sponsor-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 November 9, 2026 (the date specified in the 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 Sole Sponsor-Overall Coordinator to make applications:** In the event of an Under-Subscription, the Sole Sponsor-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 or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by the Sole Sponsor-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 Underwriting Commission.
- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “Over-Subscription”), then:
 - 4.11.1 subject to any required reallocation as set out in Clause 4.11.2 and the relevant requirements under Chapter 4.14 of the Guide, the Sole Sponsor-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;
 - 4.11.2 if (i) the International Offer Shares initially offered under the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed; or (ii) the International Offer Shares initially offered under the International Offering are fully subscribed or over-subscribed and the Over-Subscription occurs, the Sole Sponsor-Overall Coordinator may, at its sole and

absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 15,984,000 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering) and the final Offer Price shall be fixed at the bottom end of the indicative price range (i.e. HK\$8.60 per Offer Share).

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

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

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

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

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

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

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

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by 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 November 9, 2026 (the date specified in the Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Sole Sponsor-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 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-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 Sole Sponsor-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 Nominee will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sole Sponsor-Overall Coordinator that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sole Sponsor-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 Sole Sponsor-Overall Coordinator is hereby irrevocably and unconditionally authorized by the Company, upon the confirmation of the Company on the amounts payable, to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application

monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sole Sponsor-Overall Coordinator (and where a person other than the Sole Sponsor-Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Sole Sponsor-Overall Coordinator on behalf of such person) the amounts payable by the Company pursuant to Clause 5.3, Clause 5.4 and Clause 7; and

- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 5.3, Clause 5.4 and Clause 7, 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 Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$9.60 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sole Sponsor-Overall Coordinator will, for itself and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-Overall Coordinator is hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sole Sponsor-Overall Coordinator will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-Overall Coordinator is hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 STABILIZATION

- 6.1 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he/she will not, and will cause its/his/her Affiliates or any of its/his/her or its/his/her Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:
- 6.1.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or
- 6.1.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance.

7 COMMISSIONS AND COSTS

- 7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 1.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such H Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate and the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide published by the Stock Exchange.
- 7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 1.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer

Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (generated on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct, the Guide and the requirements under the Listing Rules.

- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount, if any, and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to and in accordance with the terms of the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby, including, without limitation:
- 7.4.1 fees, disbursements and expenses of the Reporting Accountants in accordance with the engagement letter entered into between the Company and the Reporting Accountants;
 - 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with White Form eIPO Service, and the process agent referred to in Clause 16.4 hereof;
 - 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters in accordance with the engagement letters entered into between the Company and such legal advisers;
 - 7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company in accordance with the engagement letter entered into between the Company and such consultants;
 - 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant in accordance with the engagement letters entered into between the Company with such consultants;
 - 7.4.6 fees, disbursements and expenses of any translators engaged by the Company in accordance with the engagement letters entered into between the Company with such translators;
 - 7.4.7 fees, disbursements and expenses of the Receiving Bank and the Nominee in accordance with the engagement letter entered into between, among others, the Company with the Receiving Bank;
 - 7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company in accordance with the engagement letter entered into between the Company and such financial printer;
 - 7.4.9 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMIs and the Underwriters in connection with

and relating to the Global Offering, in accordance with the engagement letter entered into between the Company and such parties;

- 7.4.10 fees and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
- 7.4.11 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI and the Underwriters and any such consultants and their respective representatives, in accordance with the terms of the engagement letter or agreement entered into by the Company and the relevant parties;
- 7.4.12 all printing, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.13 all costs of preparation, despatch and distribution of the Offering Documents (where applicable) in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.14 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;
- 7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 7.4.18 all costs and expenses related to the preparation and launching of the Global Offering;
- 7.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;

- 7.4.21 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering; and
- 7.4.23 all costs, fees and out-of-pocket expenses incurred by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement and/or the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters,

shall be borne by the Company and subject to the terms and conditions under the respective engagement letters entered into between the Company and the relevant parties, and the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Warranting Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Sole Sponsor-Overall Coordinator, Overall Coordinators, Global Coordinators, CMIs, Bookrunners, Lead Managers or Hong Kong Underwriters on an after-tax basis.

- 7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Warranting Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 10 Business Days of the first written request by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, and the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment.
- 7.6 **All amounts payable to be exclusive of Tax:** Unless otherwise agreed in the engagement letters between the Company and the relevant parties in connection with the Global Offering, all amounts payable to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters under the terms of this Agreement are exclusive of

Tax. The Company shall pay such additional amounts as may be necessary in order that, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by any Authority of any jurisdiction from which such payment is made, every payment to each Hong Kong Underwriter shall not be less than the amount provided for herein. In the event that the Company must pay withholding tax to a relevant Authority, the Company shall forward to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters for their records an official receipt issued by the Authority or other document evidencing such payment. All amounts charged by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters will be invoiced together with the Tax, where appropriate. For the avoidance of doubt, each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters shall be solely and severally responsible for discharging its own applicable profit taxes in respect of profit by a taxing jurisdiction wherein such Sole Sponsor, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, the Sole Sponsor-Overall Coordinator, the Overall Coordinator, the CMI or Hong Kong Underwriter is incorporated or resident for tax purposes as derived from the provision of its services to the Company in connection with the Global Offering, if any.

- 7.7 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 10 Business Days of the first written request by the Sole Sponsor-Overall Coordinator.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 3 hereto, and each of the Warranting Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 3 hereto, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

- 8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;

- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 8.2.6 immediately prior to (i) the delivery by the Sole Sponsor-Overall Coordinator and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Sole Sponsor-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);
- 8.2.7 the Announcement Date;
- 8.2.8 immediately prior to 8:00 a.m. on the Listing Date; and
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,

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

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby severally and jointly undertakes to promptly notify the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his/her knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).
- 8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Sole Sponsor and the Sole Sponsor-Overall Coordinator, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the

Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Sole Sponsor and/or the Sole Sponsor-Overall Coordinator, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Sole Sponsor-Overall Coordinator may require and supplying the Sole Sponsor and the Sole Sponsor-Overall Coordinator (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Sole Sponsor-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 Sole Sponsor-Overall Coordinator or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Sole Sponsor's, the Sole Sponsor-Overall Coordinator's, the Overall Coordinators', the Joint Global Coordinators', the CMI's, the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, press release, circular, supplement, amendment or document or do any such act or thing without the prior written consent (which shall not be unreasonably withheld or delayed) of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall first consult the Sole Sponsor and the Sole Sponsor-Overall Coordinator before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 3 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used his/her/their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his/her personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.
- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No action, writ, or proceeding (including any investigation or inquiry by or before any Authority) or claim (whether or not any such claim involves or results in any Proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint

Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the other Indemnified Parties of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, notices, announcements, advertisements, communications, Investor Presentation Materials or other documents relating to or connected with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or

9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or

9.2.4 the execution, delivery and performance by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-Overall Coordinator, Overall Coordinator, CMI or otherwise, as applicable; or

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

- 9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or
- 9.2.9 any act or omission or alleged act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Company, any of the Warranting Shareholders, any of the Directors or employees of the Company, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or
- 9.2.12 any breach or alleged breach by any Group Company, any Director or any of the Warrantors of the applicable Laws in any respect; or
- 9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company, any of the Directors or any member of the Warranting Shareholders, or settlement of any such Proceeding; or
- 9.2.14 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.15 the operation of the White Form eIPO Service and the performance of all services in connection therewith; or
- 9.2.16 any other matter arising in connection with the Global Offering,

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

- 9.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he/she shall promptly give notice

thereof to the Sole Sponsor-Overall Coordinator (for itself and on behalf of other Indemnified Parties) in writing with reasonable details thereof.

- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Sole Sponsor-Overall Coordinator (for itself and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.
- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.
- 9.6 **Arrangements with advisers:** If any Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

- 9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
- 9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
- 9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 9.7 **Indemnity Insufficient:** If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Party shall on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:
- 9.7.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or
- 9.7.2 if the allocation provided in Clause 9.7.1 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 9.7.1 above but also the relative fault of the Indemnifying Party on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.
- 9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.9 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.10 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within 10 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.11 **Taxation:** All payments pursuant to this Clause 9 will be made free and clear of any withholding or deduction for or an account of Taxation, unless such withholding or deduction is required by Law. If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Parties shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

- 9.12 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Warranting Shareholders shall undertake with respect to Clauses 10.2, 10.3, 10.6 and 10.8 and shall procure the Company to:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.6, to the applicants under Clauses 4.9 and 4.10, respectively;
 - 10.1.2 as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares, causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant and procuring 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);
 - 10.1.3 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 10.1.4 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;
 - 10.1.5 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.jssisemi.cn, the documents referred to in the section of the Prospectus headed "Appendix VII – Documents Delivered to the Registrar of Companies and Available on Display" for the period stated therein;

- 10.1.6 procuring that the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;
- 10.1.7 procuring that none of the Company, any member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 10.1.8 procuring that none of the Directors 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 having obtained confirmation to that effect;
- 10.1.9 procuring that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);
- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed "Future Plans and Use of Proceeds" (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (which consent shall not be unreasonably withheld or delayed) during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Sole Sponsor and the Sole Sponsor-Overall Coordinator), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;
- 10.1.11 cooperating with and fully assisting, and procuring the members of the Group, the Warranting Shareholders, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, officers,

employees, Affiliates, agents, 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, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;

- 10.1.12 notifying the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the International 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 (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 Stock Exchange’s FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company’s allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, chief executive, Warranting Shareholder(s), substantial shareholder(s) (as defined in the Listing Rules) or existing shareholder(s) of the Company or any Group Company or a close associate of any of them;
 - 10.1.13 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) and the Sole Sponsor for their review;
 - 10.1.14 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
 - 10.1.15 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise); and
 - 10.1.16 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche.
- 10.2 **Information:** provide and shall procure its Directors and officers to provide:
- 10.2.1 to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Warranting Shareholders or which on due and careful enquiry ought to be known to the Company or the Warranting Shareholders and whether relating to the Group or the Company or any of the Warranting Shareholders or otherwise as may be reasonably required by the Sole Sponsor or the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including,

without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and

- 10.2.2 to the Sole Sponsor and the Sole Sponsor-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 Sole Sponsor-Overall Coordinator may reasonably require.

10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

- 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;
- 10.3.2 enter into any commitment or arrangement which, in the sole opinion of the Sole Sponsor and the Sole Sponsor-Overall Coordinator, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;
- 10.3.3 take any steps which, in the sole opinion of the Sole Sponsor and the Sole Sponsor-Overall Coordinator, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;
- 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Nominee, the Receiving Bank and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Sole Sponsor-Overall Coordinator;
- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and
- 10.3.6 without the prior written approval of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Sole Sponsor and the Sole Sponsor-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, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement.

- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional.
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
 - 10.5.2 complying with the Listing Rules' requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Sponsor-Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
 - 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
 - 10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
 - 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;
 - 10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2026 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
 - 10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance;
 - 10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;

- 10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Sole Sponsor and the Sole Sponsor-Overall Coordinator not less than three Business Days' notice and reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.10 providing to the Sole Sponsor and the Sole Sponsor-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 Sole Sponsor-Overall Coordinator may require;
- 10.5.11 paying all Taxation, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong and the PRC, or elsewhere, whether pursuant to the requirement of any Laws, 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 indemnifying and holding harmless the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters against any such Taxation, duty, levy, fee, charge and expense (including any interest or penalty);
- 10.5.12 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.13 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.14 keeping the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority in connection with the Global Offering, and to enable the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;

- 10.5.15 providing to or procuring for the Sole Sponsor and the Sole Sponsor-Overall Coordinator all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
 - 10.5.16 complying, cooperating and assisting with record-keeping obligations of the Company, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
 - 10.5.17 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;
 - 10.5.18 maintaining the appointment of a compliance advisor and obtaining advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules; and
 - 10.5.19 conducting the Group's business and affairs in compliance with all applicable Laws.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):
- 10.7.1 promptly provide full particulars thereof to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;
 - 10.7.2 if so required by the Sole Sponsor or the Sole Sponsor-Overall Coordinator, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
 - 10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Sole Sponsor or the Sole Sponsor-Overall Coordinator, promptly amend and/or prepare and deliver (through the Sole Sponsor and the Sole Sponsor-Overall Coordinator) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Sole Sponsor-Overall Coordinator and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Sole Sponsor and/or the Sole Sponsor-Overall Coordinator may require; and

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

in each case, at the Company's own expense, and

(ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), provided that such consent shall not be unreasonably withheld or delayed.

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

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

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

11 TERMINATION

11.1 **Termination by the Sole Sponsor and the Sole Sponsor-Overall Coordinator:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

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

- (a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore or other jurisdictions relevant to the Group or the Global Offering (each a "**Relevant Jurisdiction**" and collectively, the "**Relevant Jurisdictions**"); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or

- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market;
- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Sole Sponsor-Overall Coordinator, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus, the CSRC Filings, or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules, the CSRC Rules or upon any requirement or request of the Stock Exchange, the SFC and/or the CSRC; or
- (g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director or a senior management member of any Group Company or announcing an intention to take any such action; or
- (h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Warranting Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member

of the Group or any Warranting Shareholder or any Director or senior management members as named in the Prospectus; or

- (l) any contravention by the Company, any Group Company or any Director of the Listing Rules or applicable Laws; or
- (m) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters):

- i. has or will or may have a Material Adverse Effect;
- ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
- iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
- iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that:

- (a) any statement contained in any of the Hong Kong Public Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”), save and except for the Underwriters’ Information (namely, logos, names, addresses and qualifications of the Underwriters), was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such Global Offering Documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
- (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Warranting Shareholders in this Agreement or the International Underwriting Agreement; or

- (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or
- (e) any breach of any of the obligations or undertakings imposed upon the Company or any member of the Warranting Shareholders or any cornerstone investor (as applicable) to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; or
- (f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or
- (g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or
- (h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company in his or her capacity as such or any member of the Group or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; or
- (i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (j) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) any person (other than the Sole Sponsor or the Sole Sponsor-Overall Coordinator) has withdrawn or sought to withdraw any consent required by applicable Laws or the Listing Rules to the issue of any Offering Document, to the inclusion therein of its reports, letters or legal opinions, or to being named therein; or
- (l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (m) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (n) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Sole Sponsor-Overall Coordinator, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon

any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or

- (o) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements duly signed with such cornerstone investors, have been withdrawn, terminated or cancelled, or with respect to which the payment of the relevant orders and/or investment amount commitment has not been received or settled in the stipulated time and manner or otherwise,

then, in each case, the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

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

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

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

- 12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except pursuant to the Global Offering, at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the "**First Six-Month Period**"), it will not, without the prior written consent of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:
 - 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or

repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

- 12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or
- 12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or
- 12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

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

The Warranting Shareholders undertake to each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it/he/she shall procure the Company to comply with the undertakings in this Clause 12.1.

- 12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will, and the Warranting Shareholders undertake to procure that the Company will, comply with the minimum public float requirements (the “**Minimum Public Float Requirement**”) and the minimum free float requirements (the “**Minimum Free Float Requirement**”) specified in the Listing Rules, and it will not (a) effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six-Month Period without first having obtained the prior written consent of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters); or (b) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 19A.13C of the Listing Rules.

12.3 **Lock-up on the Warranting Shareholders:** Each of the Warranting Shareholders hereby undertakes to each of the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that, without the prior written consent of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.3.1 it/he/she will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him/her and the companies controlled by it/him/her will not, at any time during the First Six-Month Period, (i) sell, offer to sell, accept subscription for, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any H 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 Shares or any such other securities, as applicable or any interest in any of the foregoing), or deposit any H Shares or other securities of the Company 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 (legal or beneficial) of any H 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 Shares or any such other securities of the Company, as applicable or any interest in any of the foregoing), or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 12.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 12.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above is to be settled by delivery of H Shares or other securities of the Company or in cash or otherwise, and whether or not the transactions will be completed within the First Six Month Period; and

12.3.2 it/he/she will not, during the Second Six Month Period, enter into any of the transactions specified in Clause 12.3.1 (i), (ii) or (iii) above or offer to or agree to contract to or publicly announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it will cease to be a member of the Warranting Shareholders or would together with the other member of the Warranting Shareholders cease to be the Group of the Warranting Shareholders of the Company; and

12.3.3 until the expiry of the Second Six Month Period, in the event that it enters into any of the transactions specified in Clause 12.3.1 (i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/he/she will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

Further to the undertakings in Clauses 12.3.1 to 12.3.3 above, each of the Warranting Shareholders hereby undertakes to each of the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that they agree to: (i) extend the lock-up period for the Unlisted Shares to 3 years; and (ii) extend the lock-up

period for the H Shares to 2 years. Pursuant to which, in addition to the lock-up periods, the H Shares held by the Warranting Shareholders upon Listing are also subject to a phased unlocking arrangement. Specifically, up to 60% of the aforesaid H Shares may be unlocked and transferred commencing from the first trading day following the second anniversary of the listing date until the day before the third anniversary. All remaining H Shares may be unlocked and freely transferable from the first trading day following the third anniversary of the Listing Date.

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

The Company hereby undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from the Warranting Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Authorities, and make a public disclosure in relation to such information by way of an announcement.

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

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement or press release concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company or any of its Warranting Shareholders (or by any of their respective directors, officers, employees, consultants, advisers or agents) during the period of twelve (12) months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), except in the event and to the extent that any such announcement, press release, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, press release, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong

Underwriters), and after the Sole Sponsor and the Sole Sponsor-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 respective comments (if any) have been fully considered by the issuer(s) thereof.

- 13.2 **Discussion with the Sole Sponsor and the Sole Sponsor-Overall Coordinator:** The Company undertakes to the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that it will, and the Warranting Shareholders undertake to procure that the Company will, conduct prior discussion with the Sole Sponsor and the Sole Sponsor-Overall Coordinator in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six (6) months from the date of this Agreement, which may conflict with any statement in the Prospectus.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its Affiliates and its Affiliates' respective directors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:
- 14.2.1 required by applicable Laws;
 - 14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;
 - 14.2.3 required to vest the full benefit of this Agreement in such party;
 - 14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;
 - 14.2.5 the information has come into the public domain through no fault of such party;
 - 14.2.6 required or requested by any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;
 - 14.2.7 required by a party hereto or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or

investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

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

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

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

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

15 NOTICES

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

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

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

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

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

15.2.4 if sent by email, when successfully transmitted.

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

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

If to the **Company:**

Address:

No. 8, Linchun Road
Pukou Economic Development Zone
Pukou District
Nanjing City
Jiangsu Province
PRC

Email:

project_js@jssisemi.com

Attention:

Anny Fang

If to the **Warranting Shareholders:**

Mr. Zhang Guodong (張國棟)

Address:

Room 304, Building 2
Hongqiao 5th Village
Jiangyin City
Jiangsu Province
PRC

Email:

anny.fang@jssisemi.com

Mr. Pan Mingdong (潘明東)

Address:

Room 101, Building 9-5
No. 5 Chengyuan
Jiangyin City
Jiangsu Province
PRC

Email:

anny.fang@jssisemi.com

Mr. Liu Yi (劉怡)

Address:

Room 202, No. 15, Lane 555
Boshan East Road
Pudong New District
Shanghai
PRC

Email:

anny.fang@jssisemi.com

**Nanjing Ningtaixin Enterprise
Consulting Management
Partnership Enterprise (Limited
Partnership) (南京寧泰芯企業諮詢
管理合夥企業(有限合夥))**

Address:

Unit 22, Building A
No. 69 Shuangfeng Road
Pukou Economic Development Zone, Pukou
District
Nanjing, Jiangsu Province
PRC

Email:

anny.fang@jssisemi.com

**Ningbo Meishan Bonded Port Area
Ningpuxin Enterprise Management
Partnership Enterprise (Limited
Partnership) (寧波梅山保稅港區寧
浦芯企業管理合夥企業(有限合夥))**

Address:

Y0060, 1/F, Building 4
No. 88 Meishan Qixing Road
Beilun District
Ningbo, Zhejiang Province
PRC

Email:

anny.fang@jssisemi.com

If to **Huatai**

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

Email: projectjs2025@htsc.com /
projectjs_ecm@htsc.com

Attention: Project JS Team

If to any of the other Hong Kong Underwriters, to the address, and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

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

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

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

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

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

- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this Clause 16.2. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction. Notwithstanding the above, each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:

- 16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or

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

- 16.3 **Service of documents:** Without prejudice to the provisions of Clause 16.4, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

Service of process upon the Warranting Shareholders by service upon the Warranting Shareholders' Process Agent (as defined below) in its/his/her capacity as agent for the service of process for the Warranting Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Warranting Shareholders. If for any reason the Warranting Shareholders' Process Agent shall cease to be agent for the service of process for any of the Warranting Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Warranting Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Sole Sponsor-Overall Coordinator and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Sole Sponsor-Overall Coordinator. Where a new agent is appointed for the service of process for the Warranting Shareholder(s), such Warranting Shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Sole Sponsor and the Sole Sponsor-Overall Coordinator shall be entitled to appoint such new agent for itself and on behalf of such Warranting Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Warranting Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Sole Sponsor-Overall Coordinator and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Sole Sponsor-Overall Coordinator shall be entitled to appoint such agent for itself and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.4 **Process agent:** The Company has established a place of business in Hong Kong at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.3 above, each of the Warranting Shareholders hereby irrevocably appoints the Company of 1/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the "**Warranting Shareholders' Process Agent**") as its/his/her authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Warranting Shareholders in Hong Kong.

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

17 MISCELLANEOUS

- 17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Sole Sponsor-Overall Coordinator hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Sponsor-

Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Sole Sponsor-Overall Coordinator, the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate and (ii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. Notwithstanding the aforesaid, if any term of this Agreement is inconsistent with that of the Sole Sponsor and Sole Sponsor-Overall Coordinator Mandate or any CMI Engagement Letters, the terms in this Agreement shall prevail as between the relevant parties concerned.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such

Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Authority to the Sole Sponsor-Overall Coordinator:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Sole Sponsor-Overall Coordinator) hereby authorizes the Sole Sponsor-Overall Coordinator to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Sole Sponsor-Overall Coordinator in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

17.12 **Taxation:** All payments to be made by or on behalf of the Company or the Warranting Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Warranting Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable, unless otherwise agreed in the respective engagement letters or agreements between the Company and the relevant parties.

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

17.13 **Officer's Certificates:** Any certificate signed by any officer of a Warrantor and delivered to the Sole Sponsor-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 relevant Warrantor, as to matters covered thereby, to each Sole Sponsor-Overall Coordinator, Sole Sponsor and each 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/he/she may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it/him/her, or any loss or damage or liability suffered or incurred by it/him/her, whether alone or jointly with the Company or any other person, as the case may be, in consequence of

it/he/she entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

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

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

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

17.15.1 Indemnified Parties who are not parties to this Agreement may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;

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

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

17.16 **Professional Investors:** Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “**you**” or “**your**” shall mean each of the Company and the Warranting Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Sole Sponsor and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters).

17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.

17.18 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Sole Sponsor and/or the Sole Sponsor-Overall Coordinator 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 and/or the Sole Sponsor-Overall Coordinator may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

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

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
Huatai Financial Holdings (Hong Kong) Limited <i>Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong</i> <i>Attention: Project JS Team</i> <i>Email: projectjs2025@htsc.com / projectjs_ecm@htsc.com</i>	See below	See below
Huafu International Securities Limited <i>Address: Units 2603-2606, 26/F, Infinitus Plaza</i> <i>199 Des Voeux Road Central</i> <i>Sheung Wan, Hong Kong</i> <i>Email: ecm@hfishsec.com.hk</i>	See below	See below
First Shanghai Securities Limited <i>Address: 19/F, Wing On House, 71 Des Voeux Road Central, Hong Kong</i> <i>Email: project.js@firstshanghai.com.hk</i>		
SDIC Securities (Hong Kong) Limited <i>Address: 39/F, One Exchange Square, Central, Hong Kong</i> <i>Email: project_js@sdicsi.com.hk</i>	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited <i>Address: 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong</i> <i>Email: Project_JS@chinastock.com.hk</i>	See below	See below
CNCB (Hong Kong) Capital Limited <i>Address: 2001-2005, 20/F and 10/F, AIA Central, 1 Connaught Road Central, Central, Hong Kong</i> <i>Email: ecm@cncbinvestment.com</i>	See below	See below
SPDB International Capital Limited <i>Address: 33/F, SPD Bank Tower, 1 Hennessy Road, Hong Kong</i>	See below	See below

Email: ecm@spdbi.com

CMBC Securities Company Limited
Address: 34/F., One Exchange Square, 8
Connaught Place, Central, Hong Kong
Email: ecm@cmbccap.com

See below

See below

**Winbull Securities International
(Hong Kong) Limited**
Address: Room 2201-3, 22/F, Jubilee
Centre, 18 Fenwick Street, Wan Chai,
Hong Kong
Email: placement@winbull.hk

See below

See below

Emperor Securities Limited
Address: 23/F-24/F, Emperor Group
Centre, 288 Hennessy Road, Wanchai,
Hong Kong
Email: rickytsang@emperorgroup.com

See below

See below

$$A = B/C \times 10,656,500 \text{ H Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 10,656,500, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

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

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

SCHEDULE 2

THE WARRANTING SHAREHOLDERS

Name	Address	Email/Fax No.
Mr. Zhang Guodong (張國棟)	Room 304, Building 2 Hongqiao 5th Village Jiangyin City Jiangsu Province PRC	anny.fang@jssisemi.com
Mr. Pan Mingdong (潘明東)	Room 101, Building 9-5 No. 5 Chengyuan Jiangyin City Jiangsu Province PRC	anny.fang@jssisemi.com
Mr. Liu Yi (劉怡)	Room 202, No. 15, Lane 555 Boshan East Road Pudong New District Shanghai PRC	anny.fang@jssisemi.com
Nanjing Ningtaixin Enterprise Consulting Management Partnership Enterprise (Limited Partnership) (南京寧泰芯企業諮詢管理合夥企業(有限合夥))	Unit 22, Building A No. 69 Shuangfeng Road Pukou Economic Development Zone, Pukou District Nanjing, Jiangsu Province PRC	anny.fang@jssisemi.com
Ningbo Meishan Bonded Port Area Ningpuxin Enterprise Management Partnership Enterprise (Limited Partnership) (寧波梅山保稅港區寧浦芯企業管理合夥企業(有限合夥))	Y0060, 1/F, Building 4 No. 88 Meishan Qixing Road Beilun District Ningbo, Zhejiang Province PRC	anny.fang@jssisemi.com

SCHEDULE 3

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

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

1 Accuracy of Information

- 1.1 None of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular or any individual Supplemental Offering Material (as defined below) when considered together with the Preliminary Offering Circular and the Disclosure Package, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the Preliminary Offering Circular (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials, investor presentations and press releases relating to the Offer Shares that constitutes such a written communication).
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair grounds, assumptions and expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, “affiliates”) or agents; there are and will be no other facts known or which could, upon due and careful inquiry, have been known to each of the Warrantors or the Directors the omission of which would or may make any such expression, statement, forecast or estimate misleading.
- 1.4 All forecast and estimates supplied or disclosed or otherwise made available in writing or orally from time to time to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Underwriters, the CMI, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company or the Underwriters and the CMI and all forecasts and estimates, if any, contained in each of Hong Kong

Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material when considered together with the Pricing Disclosure Package or the Final Offering Circular at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement have been made after due and proper consideration and on the bases and assumptions referred to therein and represent or will continue to represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group, the Warranting Shareholders, and/or any of their respective promoters, supervisors, directors, officers, employees, affiliates or agents, and there are and will be no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material when considered together with the Pricing Disclosure Package or the Final Offering Circular in which such forecasts or estimates are contained. Such forecasts or estimates do not, and will not, omit or neglect to include or take into account of any facts or matters which are material to such forecasts or estimates or to the Global Offering.

- 1.5 The Hong Kong Public Offering Documents contain and will contain (A) all information and particulars required to comply with the Companies Ordinance, the PRC Companies Law, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all applicable Laws; and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, business, condition (financial or otherwise), financial position, profits and losses, management and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the Shares.
- 1.6 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Subsidiaries and/or any of their respective directors, supervisors (if any), officers, employees, affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.7 The statements relating to the total amount of fees paid or payable to the Sole Sponsor, and the aggregate 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 Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material are complete, true and accurate in all material respects and not misleading.
- 1.8 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the “Guide”) in respect of Rule 9.08 of the Listing Rules.
- 1.9 Without prejudice to any of the other Warranties:
 - 1.9.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed “Future Plans

and Use of Proceeds,” including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;

- 1.9.2 the statements contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular relating to Group’s consolidated indebtedness as at close of business on August 31, 2026 are complete, true and accurate in all material respects and not misleading and all material developments in relation to the Company’s indebtedness have been disclosed;
- 1.9.3 the statements relating to the Group’s working capital contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
- 1.9.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
- 1.9.5 the statements relating to the interests of the Warrantors and their respective directors (if applicable) in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;
- 1.9.6 the interests of the Directors in the share capital and the securities of the Company and in contracts with the Company and other members of the Group, and any indebtedness of a Director or any connected person (as defined in the Listing Rules) are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material.
- 1.9.7 the statements contained in the Hong Kong Public Offering Documents, the Preliminary Offering Circular (A) in the sections headed “Share Capital” and “Appendix V — Summary of the Articles of Association,” insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed “Regulatory Overview” and “Appendix V — Summary of the Articles of Association,” insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed “Taxation” and “Appendix VI — Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed “Appendix V — Summary of the Articles of Association,” insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material aspects and are not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;
- 1.9.8 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the heading “Summary — Dividend” and “Financial Information — Dividends” represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, careful and proper consideration and inquiry;
- 1.9.9 the statements contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular in the section headed “Risk Factors”, “Business” and “Financial Information” are complete, true and accurate in all

material respects and not misleading and represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration; and

- 1.9.10 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors or the Subsidiaries or their respective directors or employees (if applicable) and all statements and information provided by or on behalf of any of the Warrantors or the Subsidiaries and their respective directors or employees (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or the Subsidiaries or if applicable, their respective directors (or any of them) or employees have been given or prepared in good faith and with due care and attention.
- 1.10 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular as having come from the Warrantors has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate in all material respects and fairly presents the information shown therein; the section entitled “Financial Information” in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular accurately describes the Company’s exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company’s assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular as having come from a source other than the Warrantors are based on or derived from sources which the Warrantors reasonably believe to be reliable and accurate and represent the Warrantors’ good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required, except where the lack of such consent would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.
- 1.11 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, or their respective directors, supervisors (if any), officers, employees, affiliates or agents to the Stock Exchange, the SFC, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the Shares on the Stock Exchange (including the answers and documents contained or referred to in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the investor presentation materials, roadshow materials and analyst presentation materials, or provided for or in

the course of due diligence or the discharge by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Hong Kong Underwriters of their obligations under all applicable Laws (including the Code of Conduct, the Listing Rules and the CSRC Rules), the discharge by the Sole Sponsor of their obligations as a sponsor under the Code of Conduct, the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate in all material respects and not misleading.

2 CSRC Filings

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the CSRC, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and remains complete, true and accurate and not misleading in any respect, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.
- 2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 2.4 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 2.5 Neither the Company nor any of the Warranting Shareholders has given, entered into, or is otherwise subject to any undertaking, commitment, side letter, assurance or similar arrangement (whether written or oral) with the CSRC that has not been disclosed in writing to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

3 The Company and the Subsidiaries

- 3.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the sections headed “Capitalization and Indebtedness” and “Share Capital” in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, (F) are not subject to any Encumbrances or adverse claims, and (G) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents; the Preliminary Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date will be, entitled to any pre-emptive, resale right, right of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement, the International Underwriting Agreement or any Cornerstone Investment Agreements.
- 3.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and is capable of suing and being sued in its own name.
- 3.3 Each of the Company and the Subsidiaries has been duly qualified to transact business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 3.4 The Company has no material subsidiaries, jointly-controlled companies, consolidated affiliated entities and associated companies other than those as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Appendix I – Accountants’ Report” and “History, Development and Corporate Structure”.
- 3.5 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.
- 3.6 Each of the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.
- 3.7 The registered capital (in the form of shares or otherwise) of each Subsidiary of the Company has been duly and validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under its articles of Association and all applicable Laws, 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 security interest or other Encumbrance or adverse claims.
- 3.8 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.9 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.
- 3.10 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 3.11 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has acquired or proposes to acquire or has incurred or proposes to incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 4 Offer Shares**
- 4.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,
- 4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;
- 4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular;
- 4.1.3 will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
- 4.1.4 will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the Articles of Association or other constituent or constitutive documents or the business licence of the Company or any agreement or other instrument to which the Company is a party; and
- 4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.
- 4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, including the

descriptions in the sections headed “Capitalization and Indebtedness,” “Share Capital” and “Appendix V — Summary of the Articles of Association”.

- 4.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the PRC and Hong Kong.
- 4.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the PRC and Hong Kong.

5 The Underwriting Agreements and the Operative Documents

- 5.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly and validly authorised, executed, and delivered by each of the Warrantors and constitutes or will constitute a legal, valid and binding agreement of the respective Warrantor, enforceable in accordance with its terms.
- 5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed, “Plan of Distribution,” “Structure of the Global Offering,” “Cornerstone Investors” and “Underwriting,” insofar as they purport to describe the provisions of this Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.

6 No Conflict, Compliance and Approvals

- 6.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect.
- 6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Warrantors or any Subsidiary is a party, by which any of the Warrantors or any Subsidiary is bound or to which any of the property or assets of any of the Warrantors

or any Subsidiary is subject, except as would not individually or in the aggregate result in a Material Adverse Effect; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of any of the Warrantors or any Subsidiary; (C) violate any applicable Law; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.

- 6.3 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over any of the Warrantors or the Subsidiaries, or any of their respective properties (each a “**Governmental Authorization**”) required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, and the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which any of the Warrantors is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and for the Company and the Subsidiaries to carry on their business and operations as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 6.4 Approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, and, to the best of the Warrantors’ knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 6.6 Each of the Company and the Subsidiaries (A) except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the Preliminary Offering Circular in the sections headed “Regulatory Overview” (“**Relevant Laws**”); (B) has received all Governmental Authorization required of them under Relevant Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorization are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Preliminary

Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations; except in each of (B) and (C) above as would not, individually or in the aggregate, result in a Material Adverse Effect. None of the Company or any of the Subsidiaries has received any notice of revocation or modification of any such Governmental Authorization or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations; and the Company and the Subsidiaries have not received notice of any actual or potential liability under or violation of any Relevant Laws; and (D) no governmental authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that have resulted or could reasonably be expected to have individually or in the aggregate, a Material Adverse Effect; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified in all material respects, all penalties have been paid and all recommendations have been adopted in all material respects, except as would not, individually or in the aggregate, result in a Material Adverse Effect;

- 6.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company and its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, except where such breach, violation or default would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents, the Preliminary Offering Circular, or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries, except where such Encumbrance would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

7 Accounts and Other Financial Information

- 7.1 The Reporting Accountants, whose accountants' report on certain consolidated financial statements of the Group is included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, are independent public accountants with respect to the Company under the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.
- 7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular give a true, complete and fair view of

the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards (“IFRS”) and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low, except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular are derived from the accounting records of the Company and the Subsidiaries, present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under “Appendix II — Unaudited Pro Forma Financial Information” (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 7.3 The prospective information as set forth in the sections “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (the “**Prospective Financial Information**”) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the Company and the bases and assumptions stated in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings, and in accordance with the

Company's accounting policies described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.

- 7.4 The unaudited consolidated management accounts of the Group as of August 31, 2026 and for the eight months ended August 31, 2026 and other accounting records of the Group (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Group and IFRS, all the transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the eight months ended August 31, 2026; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Group as of August 31, 2026 and the consolidated results of operations of the Group for the eight months ended August 31, 2026; and there has been no decrease in the share capital or increases in total liabilities of the Company as of August 31, 2026 as compared to amounts shown in latest consolidated balance sheet of the Company as of April 30, 2026 included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 7.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the Preliminary Offering Circular entitled "Financial Information — Liquidity and Capital Resources" (the "**Working Capital Statement**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company's view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Prospectus Date.
- 7.6 The statements set forth in the section entitled "Financial Information — Material Accounting Policy Information" in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading and accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the "**Critical Accounting Policies**"); and (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's legal advisers

and the Reporting Accountants with regard to such selection, application and disclosure.

- 7.7 Each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all material off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.
- 7.8 The board memorandum of loss forecast for the year ending December 31, 2026 and working capital forecast for the years ending December 31, 2026 and December 31, 2027 (the “**Profit Forecast Memorandum**”) has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.
- 7.9 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates, in light of the circumstances under which they were made, misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no information was withheld from the Reporting Accountants, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro

forma financial statements, information and data, if any) of the Group included in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.10 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I and Appendix II to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Warrantors in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.
- 7.11 The valuation of Level 3 financial assets and liabilities as included in the Hong Kong Public Offering Documents, the Preliminary Offering Circular has been prepared after due and careful inquiry by the Warrantors and upon bases and assumptions which are fair and reasonable based on facts, events and circumstances known to the Warrantors.

8 Indebtedness and Material Obligations

- 8.1 Except in the ordinary course of the Company's business and except as otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best of the Warrantors' knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any guarantee given by any of the Company or the Subsidiaries; (E) none of the Company, any of the Subsidiaries or any of the Warranting Shareholders has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; and (F) all guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.
- 8.2 (A) The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in the Articles of Association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown

in accordance with the terms, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company, any of the Subsidiaries or any of the Warranting Shareholders from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance, except in each case of clause (A) to (D), where such matters would not, or could not reasonably be expected to, result in a Material Adverse Effect.

9 Subsequent Events

- 9.1 Except otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to the Company or the relevant Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries; (C) acquired, sold, transferred or disposed of, or agreed to acquire, sell, transfer or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any debt or claim; (F) made any sale or transfer of any material tangible or intangible asset, created any mortgage or pledge, or incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business and tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; or (G) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.
- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, except for which would not result in a Material Adverse Effect; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms except for which would not result in a Material Adverse Effect; and (D) there has been no material changes in the relations of the business of each of the Company and the Subsidiaries with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and the Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or

not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and the Subsidiaries as a whole.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there has not been (A) any Material Adverse Effect; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.
- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Preliminary Offering Circular; and there has been and will be no decreases in total revenues during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the date of the Final Offering Circular (if different from the date hereof) or (iii) each Time of Delivery (as defined in this Agreement), as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 (A) None of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to their suppliers and customers.

10 Assets

- 10.1 (A) Each of the Company and the Subsidiaries has valid title to all real property and assets that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the Subsidiaries has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each real property or asset, as applicable, held under lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or may materially and adversely affect the rights of the Company and/or the

Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (G) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (H) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (I) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and no other real properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 10.2 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; (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 Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Company or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice or claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Warrantors’ knowledge after due and careful inquiry, will be able to establish, rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Warrantors’ knowledge after due and careful inquiry, threatened action, suit,

proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) except as disclosed in each of the Hong Kong Public Offering Documents and Preliminary Offering Circular, there is no pending, or to the best of the Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over intellectual property matters; and (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary.

- 10.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information

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

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

11 Regulatory Filings

- 11.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material, (A) no member of the Group has failed to file with the applicable tax, administration for industry and commerce (“AIC”) or other Authority any required filing, declaration, listing, registration, report or submission; (B) all such filings, declarations, listings, registrations, reports or submissions were in compliance with applicable Laws when filed; and (C) no deficiencies regarding compliance with applicable Laws have been asserted by any applicable tax, AIC or other Authority with respect to any such filings, declarations, listings, registrations, reports or submissions; except for which, would not, individually or in the aggregate, have a Material Adverse Effect.

12 Compliance with Employment and Labor Laws

- 12.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company and the Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) all housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from

their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; (C) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; (D) no director or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; (E) there is no proposal to terminate the employment or consultancy of any director, senior management, key employee or consultant of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (F) none of the Company and the Subsidiaries has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, senior management, key employees or consultants; and (G) no liability has been incurred by the Company or any Subsidiary for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any Subsidiary; (H) none of the Company and the Subsidiaries has any redundancy plans with respect to its employees which are to be implemented in the three years following the date hereof; (I) where the Company or any Subsidiary participates in, or has participated in, or is liable to contribute to any such scheme, the Company or such Subsidiary has complied with the requirements to make contributions to such schemes in accordance with the terms thereof in all material respects; and (J) neither the Company nor any Subsidiary has any financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering.

- 12.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and the subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or threatened or capable of arising against the Company or the Subsidiaries, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.
- 12.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, none of the Directors has any other service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 12.4 (A) No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or threatened; (B) the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; (C) there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or to the best of the Warrantors' knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries.

13 **Compliance with Environmental Laws**

- 13.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) in all material respects; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or threatened action, suit or proceeding; (D) is bound by any judgment, decree or order, or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below), except, in each of clauses (A) through (E) above, as would not, individually or in the aggregate, result in a Material Adverse Effect; in the ordinary course of its business, the Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

14 **Cybersecurity and Data Protection**

- 14.1 (A) Each of the Company and the Subsidiaries has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and Personal Data and confidentiality and archive administration ("**Data Protection Laws**"); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the

Cyberspace Administration of China (“CAC”), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority, except, in each of clauses (C) through (I) above, as would not, individually or in the aggregate, result in a Material Adverse Effect.

15 Insurance

- 15.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments; there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not have a Material Adverse Effect.

- 15.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents, the Preliminary Offering Circular is true and accurate in all material respects and not misleading.

16 Internal Controls

- 16.1 Each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Group's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.
- 16.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses or deficiencies in the Company's and the Subsidiaries' internal control over accounting and financial reporting and no changes in the Company's and the Subsidiaries' internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's and the Subsidiaries' internal control over accounting and financial reporting.
- 16.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board and management comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and

the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons.

16.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

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

17 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program**

17.1 (A) None of the Warrantors, the Subsidiaries, their respective directors, supervisors (if any), officers, agents, employees and affiliates, or any of such affiliate's respective directors, supervisors, officers, agents and employees (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (x) is located, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person in violation of any of the Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the

Sanctions Laws and Regulations; (D) each of the Warrantors and the Subsidiaries is in compliance in all material respects with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the “**OFAC**”); (E) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all items of the Warrantors and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department’s Bureau of Industry and Security’s (“**BIS**”) restricted party lists including the Denied Persons List and Entity List without violating the EAR; (F) the Warrantors and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, for the past 10 years, the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

- 17.2 Neither the Company nor its subsidiaries is a “covered foreign person,” as that term is defined in 31 C.F.R. § 850.209. The consummation of the transactions contemplated by this Agreement will not result in (a) any person becoming a covered foreign person or (b) a “person of a country of concern” (as defined in 31 C.F.R. § 850.221) engaging in a “covered activity,” as that term is defined in 31 C.F.R. § 850.208 (“**Covered Activity**”). Neither the Company nor any of its subsidiaries engage, or have plans to engage, in a Covered Activity and the Company does not, directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direction of the management or policies of any person or persons that engages or plans to engage in any Covered Activity.
- 17.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official

thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong and the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, “**Anti-Corruption Laws**” means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable anti-bribery or anti-corruption laws, rules or regulations); and the Warrantors and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein; as used herein, “**Government Entity**” means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 17.4 None of the Group Relevant Persons or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Law of Hong Kong and the PRC or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 17.5 The operations and conducts of the Warrantors and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including Hong Kong and the PRC, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), and each of the Company and the Subsidiaries has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws. No action, suit, proceeding, investigation or inquiry by or before any Authority involving any of the Warrantors or the Subsidiaries

or their respective businesses with respect to Anti-Money Laundering Laws is pending or threatened.

18 **Experts**

18.1 Each of the experts named in the section headed “Appendix VI — Statutory and General Information— 4. Other Information — Qualification of Experts” of the Hong Kong Public Offering Documents, the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Preliminary Offering Circular and has not withdrawn its consent.

18.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Company’s IP Counsel, the Company’s Litigation Counsel, the Company’s Sanctions Counsel, any counsel for the Company or the Sole Sponsor, any other consultants or professional advisers, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular) in connection with the Global Offering and the listing of the Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information or documents which have not been provided the result of which would make the information or documents so received misleading.

18.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Company’s IP Counsel, the Company’s Litigation Counsel, the Company’s Sanctions Counsel, and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the “**Relevant Reports**”) are considered by the Warrantors to be reasonable and appropriate; (B) the market positioning of the Company contained in the Industry Consultant Report are considered by the Warrantors to be accurately represented in all material respects, reasonable and not misleading; (C) no facts have come to the attention of the Warrantors or any of their respective directors, supervisors or officers that have caused them to believe that the Relevant Reports, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the report prepared by the Industry Consultant was prepared at the Company’s request based on a contractual arrangement which the Company negotiated on an arms’ length basis.

19 **Provision of Information**

- 19.1 The Warrantors, their respective agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 19.2 None of the Warrantors, the Subsidiaries, or any of their respective directors, officers, employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Prospectus, the Preliminary Offering Circular.
- 20 Material Contracts and Connected Transactions**
- 20.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction; none of the Material Contracts will, without the written consent of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, be entered into or terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company’s best knowledge, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Prospectus, the Preliminary Offering Circular headed “Appendix VI — Statutory and General Information — 2. Further Information About Our Business — Summary of our Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.2 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months’ notice or less).
- 20.3 The Company and the Warranting Shareholders do not have any reason to believe that any material supplier, distributor or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company and/or any of the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 20.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any

jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.

- 20.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 20.6 None of the Company, the Subsidiaries or their respective affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 20.7 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers, distributors, suppliers or business partners.
- 20.8 No indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or officer of the Company or the Subsidiaries or any of their respective spouses, children or other relatives or any corporate, trust or entity in which any of them has a controlling interest, on the other hand.
- 20.9 None of the Warranting Shareholders, the directors, supervisors (if any), senior management or officers of the Company or any of the Subsidiaries, or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary; or (D) is or has been a party to any legal, arbitral or governmental action, proceeding, investigation or inquiry pending or threatened or contemplated by or before any Authority, or any claim or dispute, in each case relating to any actual or alleged non-competition issue or conflict of interest with the business of the Company or any Subsidiary.
- 20.10 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, personal details form for directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Company and the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

21 **Historical Changes**

- 21.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the Company

(the “**Historical Changes**”) and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix VI — Statutory and General Information” are complete, true and accurate in all material respects and not misleading.

- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected; (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries, except in each case as would not individually or in the aggregate, result in a Material Adverse Effect.
- 21.4 Neither the events and transactions relating to the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any property or assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountants’ Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 21.5 All Governmental Authorizations required or advisable in connection with the events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries prior to the Historical Changes and necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed, maintained or assumed following the Historical Changes; and neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

- 21.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Warranting Shareholders (where applicable) in connection with the events and transactions relating to the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 21.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Warrantors' knowledge after due and careful enquiry, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed "History, Development and Corporate Structure" and "Appendix VI — Statutory and General Information."

22 **Pre-IPO Investments**

- 22.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed "History, Development and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.
- 22.2 (A) All Governmental Authorizations required or advisable in connection with the Pre-IPO Investments have been unconditionally obtained or made; (B) all such Governmental Authorizations are valid and in full force and effect, and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; and (C) neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.
- 22.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

23 **Taxation**

- 23.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; and all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto), except where any failure to make such payment or withholding would not, individually or in the aggregate, have a material adverse effect

on the Company and the Subsidiaries taken as a whole; the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

- 23.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Authority.
- 23.3 Except as described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to Hong Kong, the PRC or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.
- 23.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority or Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.
- 23.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

24 **Dividends**

- 24.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the PRC or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong

without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.

- 24.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary, except for any such prohibition or restriction that would not, individually or in the aggregate, have a Material Adverse Effect; such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

25 Litigation and Other Proceedings

- 25.1 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or threatened or contemplated by or before any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors (if any), officers, employees or affiliates, is or may be a party or to which any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which would or could reasonably be expected to adversely affect the power or ability of any of the Warrantors to perform its/his obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.
- 25.2 None of the Warrantors and the Subsidiaries has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started, threatened or contemplated or judgment been rendered (A) to wind up, make bankrupt, dissolve, deregister, liquidate, make dormant, or eliminate the Company or any Subsidiary; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary.

26 Market Conduct

- 26.1 None of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.

- 26.2 None of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, or any person acting on behalf of any of them (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or any Subsidiary or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.
- 26.3 None of the Warrantors or any of the Subsidiaries, nor any of their respective directors, officers, supervisors (if any), employees or agents has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, agents or employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

27 Immunity

- 27.1 Under the Laws of the PRC and Hong Kong, none of the Warrantors, the Subsidiaries, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantors in Clause 16 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong and the PRC.

28 Choice of Law and Dispute Resolution

- 28.1 The choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong and the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; the Company and the Warranting Shareholders can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the waiver of immunity on the grounds of sovereignty or crown status or otherwise is legal, valid and binding under the Laws of Hong Kong and the PRC and will be recognized, respected and given effect to by the courts of Hong Kong and the PRC; the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong is legal, valid and binding under the Laws of Hong Kong and the PRC and will

be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Company and the Warranting Shareholders; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and the Warranting Shareholders 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 Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and the Warranting Shareholders under this Agreement will be recognized and enforced in the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in the section of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

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

29 Professional Investor

- 29.1 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Warrantors, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

30 Cornerstone Investment

- 30.1 Pursuant to the Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.
- 30.2 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Warrantors’ knowledge after due and careful enquiry, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, and to the best of the Warrantors’ knowledge after due and careful enquiry, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company.

31 No Other Arrangements Relating to Sale of Offer Shares

- 31.1 There are no contracts, agreements or understandings between the Warrantors or any Subsidiary and any person or entity (other than the Hong Kong Underwriters pursuant to the Hong Kong Underwriting Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against

the Company, any Subsidiary or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares.

- 31.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements and the Operative Documents. There are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any Warranting Shareholder in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators and the Overall Coordinators.

32 United States Securities Laws and Related Matters

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

33 Directors, Officers and Shareholders

- 33.1 Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.
- 33.2 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, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.
- 33.3 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.

- 33.4 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 33.5 The Directors have been duly and validly appointed and are the only directors of the Company.
- 33.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 33.7 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, declaration and undertaking with regard to directors or supervisors and confirmation letter, in each case to the extent applicable, issued by him or her to the SEHK and/or the Company, and/or the Sole Sponsor, and/or the Sole Sponsor-Overall Coordinator and/or the Overall Coordinators, and such authority and confirmations remain in full force and effect.
- 33.8 The Directors collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the SEHK under the Listing Rules and other legal or regulatory requirements relevant to their roles.
- 33.9 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the directors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

Part B: Additional Representations and Warranties of the Warranting Shareholders

The Warranting Shareholders represent, warrant and undertake to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 Information about the Warranting Shareholders

- 1.1 All the information with respect to the Warranting Shareholders included in Hong Kong Public Offering Documents and the Preliminary Offering Circular, the CSRC Filings or any individual Supplemental Offering Material (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.
- 1.2 All information with respect to the Warranting Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Warranting Shareholders and/or any of its directors, officers, employees, Affiliates and/or agents, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC and/or the CSRC) was, when disclosed or made available, except as subsequently disclosed in each of the Hong Kong Public Offering Documents, the CSRC Filings and the Preliminary Offering Circular, or otherwise notified to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority, as applicable, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

2 Capacity

- 2.1 The Warranting Shareholders (to the extent they are corporate entities) (“**Corporate Warranting Shareholders**”) has been duly incorporated or organized and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and is capable of suing and being sued in its own name.
- 2.2 Each of the Warranting Shareholders who is a natural person (A) is of full age and sound mind, (B) fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents (to the extent he is a party thereto), the International Underwriting Agreement and the Operative Documents (as applicable) and the transactions contemplated thereby, and acted independently and free from any undue influence by any person, prior to the execution and delivery of such documents. Each of the Warranting Shareholders who is a natural person has the right, power and authority (corporate and other) to own, use, lease and operate his properties and conduct his business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and is capable of suing and being sued in his own name.
- 2.3 The Warranting Shareholders have full right, power and authority (corporate and other) to execute, deliver and perform this Agreement and each of the Operative Documents to which it/he/she is a party and have obtained independent legal advice with respect to this Agreement.

3 Execution and Authorization

- 3.1 This Agreement has been duly authorized, executed and delivered by the Warranting Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Warranting Shareholders, enforceable against the Warranting Shareholders in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- 3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Warranting Shareholder is a party, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the articles of association or other organizational or constitutional documents or the business licence of the Corporate Warranting Shareholder; (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 relevant Warranting Shareholder is a party or by which the relevant Warranting Shareholder or any of its/his/her properties or assets is or may be bound or affected; (C) any Laws applicable to the Warranting Shareholders or any of their properties or assets, or any judgment, order or decree of any Authority having jurisdiction over each Warranting Shareholder; or (D) result in the creation or imposition of any Encumbrance on any property or assets of the Warranting Shareholders.
- 3.3 The Warranting Shareholders are not in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the articles of association or other organizational or constitutional documents or business license of the Corporate Warranting Shareholders; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/she/it is a party or by which he/she/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/she/it or any of its properties or assets, with such exceptions in the case of (B) and (C) as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.
- 3.4 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warranting Shareholders or any of their properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Warranting Shareholder of its obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Warranting Shareholders' knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 3.5 Except as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, or any individual Supplemental Offering Material, (A) there are no Actions or enquiries under any Laws or by or before any Authority pending or, to the best of the Warranting Shareholder's knowledge, threatened, to which the Warranting Shareholder is or may be a party or to which any of its properties or assets is or may be subject, at law or in equity; (B) there is no Law that has been enacted, adopted or issued that has been proposed by any

Authority; and (C) there is no judgment, decree or order of any Authority, which would, or could reasonably be expected to, materially and adversely affect the power or ability of such Warranting Shareholder to perform its/his/her obligations under this Agreement, or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering.

4 Compliance with Laws

- 4.1 Neither the Warranting Shareholders nor, to the best of the Warranting Shareholders' knowledge, any of its respective Affiliates, directors, officers, or employees nor any agent acting on behalf of the Warranting Shareholders have, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any Government Official or to any person under circumstances where the Warranting Shareholders or any of its respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Warranting Shareholders knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong and the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Warranting Shareholders or any of its Affiliates; without prejudice to the foregoing, none of the Warranting Shareholders or any of its respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Warranting Shareholders has violated or is in violation of Anti-Corruption Laws; and the Warranting Shareholders and their Affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein.
- 4.2 The Corporate Warranting Shareholders have instituted, and maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Laws.
- 4.3 The operations of the Corporate Warranting Shareholders are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable Money Laundering Laws of all jurisdictions where the Warranting Shareholders conduct business, and no Action or enquiry by or before any Authority involving the Warranting Shareholders with respect to the Money Laundering Laws is pending or, to the best of the knowledge of the Warranting Shareholders, threatened.
- 4.4 Neither the Warranting Shareholders nor, to the best of the Warranting Shareholder's knowledge, any of its directors, officers, nor any agent or Affiliates or any employees, agent acting on behalf of the Warranting Shareholder, is currently subject to or target of any Sanctions, nor is any Warranting Shareholder located, organized or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, any Sanctioned Country;
- 4.5 The Warranting Shareholders will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary, or their respective joint venture partners or other Person (i) to fund or facilitate any activities of or business with any Person in violation of any of the Sanctions Laws and Regulations, or in any country or territory that, at the time of such funding or facilitation, is or whose government is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of the Sanctions Laws and Regulations.

- 4.6 Since April 24, 2019, the Warranting Shareholders have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.
- 4.7 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or threatened or contemplated by or before any Authority, to which the Warranting Shareholders or any of its subsidiaries, or any of their respective directors, supervisors (if any), officers, employees or Affiliates, is or may be a party or to which any properties, assets, products or services of the Warranting Shareholders or any of its subsidiaries, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of the Warranting Shareholders to perform its/his obligations under the Hong Kong Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Preliminary Offering Circular and are not so described; none of the Warranting Shareholders or any of its subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

5 Market Conduct

- 5.1 None of the Warranting Shareholders and their respective promoters, directors, supervisors (if any), officers, employees, agents, affiliates, Warranting persons, or any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company that all of the International Offer Shares have been sold by the International Underwriters and the CMI, 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 Shares and any associated securities, (B) the purpose of which is to create actual or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 5.2 None of the Warranting Shareholders and their respective promoters, directors, supervisors (if any), 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 (except pursuant to the Stock Borrowing Agreement) 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 or the CMI or any person acting for them of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

6 Connected Transactions

- 6.1 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the "Connected Transactions"), (A) the Connected Transactions disclosed in each of the Hong

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

7 Immunity

- 7.1 Under the Laws of the PRC and Hong Kong, none of the Warranting Shareholders, their subsidiaries, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warranting Shareholder in Clause 16 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong and the PRC.

8 Professional Investor

- 8.1 Each Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 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 such Warranting Shareholder, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Underwriters.

9 No other arrangements relating to sale of Offer Shares

- 9.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Warranting Shareholders has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material.
- 9.2 None of the Warranting Shareholders has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement.
- 9.3 None of the Warranting Shareholders, has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material. None of the Warranting Shareholders is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any individual Supplemental Offering Material.

10 United States Securities Laws and Related Matters

- 10.1 None of the Warranting Shareholders or any of her/its “affiliates” (within the meaning of Rule 501(b) under the Securities Act) or any person acting on behalf of any of them (other than

Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Warranting Shareholders make no representation, warranty or undertaking) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act. The Warranting Shareholders have and will comply with the applicable offering restriction requirements of Regulation S.

11 Certificates from officers

- 11.1 Any certificate signed by any officer, director or representative of the Warranting Shareholders (to the extent applicable) and delivered to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Warranting Shareholders, as to matters covered thereby, to each Sole Sponsor, Sole Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.

12 Winding-Up

- 12.1 Neither the Warranting Shareholders nor any person acting on their behalf have taken any action, nor have any Actions under any Laws been started or, to the best of the Warranting Shareholders’ knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company. The Warranting Shareholders have not made any voluntary arrangement with any of their creditors and are not insolvent or unable to pay their debts as they fall due.
- 12.2 The Warranting Shareholders have not, at any time during the six-month period immediately prior to the completion of the Global Offering, sold, transferred or conducted any private placement of the Shares of the Company held by, or otherwise beneficially owned by the Warranting Shareholders.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the written resolutions or meeting minutes of the shareholders of the Company in relation to the Global Offering referred to in Appendix VI to the Prospectus.
2. Two certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
3. Two certified true copies of the minutes of a meeting (or written resolutions) of the governing body of each of the Warranting Shareholders which is a corporate entity, approving and/or ratifying (as applicable), among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.
4. Two certified true copies of the Registrar's Agreement duly signed by the parties thereto.
5. Two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
6. Two certified true copies of the business licence of the Company.
7. Two certified true copies of the Articles of Association which shall become effective upon the Listing Date.
8. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

9. Two certified true copies of the service agreements or letters of appointment of each of the Directors.
10. Two certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.
11. Two certified true copies of each of the material contracts referred to in Appendix VI to the Prospectus headed “2. Further Information About Our Business – Summary of our Material Contracts” (other than this Agreement) duly signed by the parties thereto.
12. Two certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

13. Two printed copies of the Prospectus (English) duly signed by two Directors or their respective duly authorized attorneys in electronic form, and certified true copies of the relevant powers of attorney.
14. Two signed originals of the signature pages to Verification Notes for the Prospectus, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
15. Two signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
16. Two signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
17. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Sole Sponsor, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator, which letter shall, inter alia, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
18. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
19. Two signed originals of the PRC legal opinion from Company’s PRC Counsel, the PRC legal advisors to the Company, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
20. Two signed originals of the legal opinion from the Underwriters’ PRC Counsel as to PRC Laws, dated the Prospectus Date, and addressed to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
21. Two signed originals of the international sanctions legal opinion from the Company’s Sanctions Counsel, dated the Prospectus Date, and addressed to, among others, the Sole Sponsor, the Sole

Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.

22. Two signed originals of the intellectual property legal opinion from the Company's IP Counsel, dated the Prospectus Date, and addressed to, among others, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
23. Two signed originals of the legal opinion from the Company's Litigation Counsel, dated the Prospectus Date, and addressed to, among others, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
24. Two certified true copies or signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
25. Two certified true copies or signed originals of the industry report from the Industry Consultant dated the Prospectus Date.
26. Two certified true copies or signed originals of the letter from each of the experts referred to in the section headed "Qualifications and Consents of Experts" of Appendix VI to the Prospectus (except for the Sole Sponsor), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
27. Two certified true copies or signed originals of each of (i) the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents; and (ii) the certificate issued by Toppan Nexus Limited as to the competency of such translator.
28. Two printed copies of the confirmation letter from the Stock Exchange authorizing the registration of the Prospectus.
29. Two printed copies of the confirmation letter from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
30. Two printed copies of the preliminary written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
31. Two certified true copies of the Compliance Advisor Agreement.
32. Two certified true copies of the FINI Agreement.
33. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
34. Two printed copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Two signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the International Underwriters, in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Two signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the International Underwriters, in form satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Two signed originals of the bringdown legal opinion from Company's PRC Counsel, the PRC legal advisors to the Company, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
5. Two signed originals of the bringdown legal opinion from the Underwriters' PRC Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
6. Two signed originals of the Hong Kong closing legal opinion from the Company's HK Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
7. Two signed originals of the Hong Kong closing legal opinion from the Underwriters' HK Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
8. Two signed originals of the bringdown international sanctions legal opinion from the Company's Sanctions Counsel, dated the Listing Date, and addressed to, among others, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
9. Two signed originals of the bringdown intellectual property legal opinion from the Company's IP Counsel, dated the Listing Date, and addressed to, among others, the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.
10. Two signed originals of the bringdown legal opinion from the Company's Litigation Counsel, dated the Listing Date, and addressed to, among others, the Sole Sponsor, the Sole Sponsor-

Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Sponsor-Overall Coordinator.

11. Two signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
12. Two originals of the certificate signed by the chairman of the board of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement.
13. Two originals of the certificate signed by the joint company secretary(ies) of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement.
14. Two originals of the certificate signed by the chief financial officer of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement.
15. Two originals of the certificate of the Warranting Shareholders, dated the Listing Date, and in the form set out in Exhibit D to the International Underwriting Agreement.
16. Two certified true copies or originals of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
17. Two scanned copies of the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) submitted via FINI.
18. Two printed copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
19. Two printed copies of the letter from the Stock Exchange approving the listing of the H Shares.

SCHEDULE 5

SET-OFF ARRANGEMENTS

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

SCHEDULE 6

FORMAL NOTICE

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

Name of Publication	Dates of Advertisement
Stock Exchange website	October 30, 2026
Company website	October 30, 2026

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.

3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

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

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

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

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);

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

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

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

- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
- 3.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
- 3.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
- 3.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.
- 4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
- 6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

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

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

Professional Investor Rules:

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

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

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

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

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

- 2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and

Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 7.

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

SIGNED by

Zhang Guodong (張國棟)

for and on behalf of

Jiangsu Xinde Semiconductor Technology Co., Ltd.

江蘇芯德半導體科技股份有限公司



SIGNED by
Zhang Guodong(張國棟)

A handwritten signature in black ink, consisting of stylized Chinese characters, likely '張國棟' (Zhang Guodong).

SIGNED by
Pan Mingdong(潘明東)



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SIGNED by
Liu Yi(劉怡)

Liu Yi

)
)

SIGNED by)
Zhang Guodong (張國棟))
as Authorized Signatory)
for and on behalf of)
Nanjing Ningtaixin Enterprise Consulting Management)
Partnership Enterprise (Limited Partnership)*)
南京寧泰芯企業諮詢管理合夥企業(有限合夥))





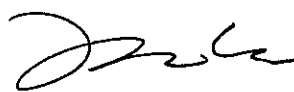
SIGNED by)
Zhang Guodong (張國棟))
as Authorized Signatory)
for and on behalf of)
Ningbo Meishan Bonded Port Area Ningpuxin)
Enterprise Management Partnership Enterprise)
(Limited Partnership)*)
寧波梅山保稅港區寧浦芯企業管理合夥企業(有限合夥))

張國棟



SIGNED by
WOO Kin Ming Marcus
for and on behalf of
HUATAI FINANCIAL HOLDINGS
(HONG KONG) LIMITED

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彭志群

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基石投资协议

2026 年 10 月 29 日

江苏芯德半导体科技股份有限公司

及

广发基金管理有限公司

及

华泰金融控股（香港）有限公司

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本协议（以下简称“本协议”）订立于 2026 年 10 月 29 日

协议各方：

- (1) 江苏芯德半导体科技股份有限公司，一家于中国注册成立的股份有限公司，其注册办事处位于中国江苏省南京市浦口区浦口经济开发区林春路 8 号（以下简称“公司”）；
- (2) 广发基金管理有限公司，一家在中国注册成立的公司，其注册办事处位于广东省珠海市横琴新区环岛东路 3018 号 2608 室（以下简称“投资者”）；
- (3) 华泰金融控股（香港）有限公司，地址为香港中环皇后大道中 99 号中环中心 62 楼（以下简称“独家保荐人”及“独家保荐人兼整体协调人”）。

鉴于：

- (A) 本公司已向联交所（定义见下文）申请将其股本上市，方式为一项全球发售（“全球发售”），包括：
- (i) 本公司向香港公众发售供认购 10,656,500 H 股股份（定义见下文）（“香港公众发售”），以及
 - (ii) 本公司依据《证券法》（定义见下文）项下 S 规例，在美国境外向投资者（包括在香港向专业及机构投资者配售）有条件配售 95,906,000 股 H 股（“国际发售”）。
- (B) 华泰金融控股（香港）有限公司担任本次全球发售的独家保荐人、独家保荐人兼整体协调人，华泰金融控股（香港）有限公司、华福国际证券有限公司及第一上海证券有限公司担任本次全球发售的整体协调人（“整体协调人”）及资本市场中介机构。
- (C) 投资者拟根据本协议所载条款及条件，作为国际发售的一部分，认购投资者股份（定义见下文）。

各方协议如下：

1. 定义与解释

- 1.1 在本协议（包括其附件及序言）中，除非上下文另有要求，下列各词语及表述应具有以下含义：

“**关连方**”一词，就特定个人或实体而言，除非上下文另有要求，是指通过一个或多个中间方，直接或间接控制该个人或实体，或受该个人或实体控制，或与该个人或实体受共同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“受共同控制”等术语）指直接或间接拥有指导或促使他人指导某人的管理及政策的权力，无论该权力是通过持有具有表决权的证券、合同或其他方式获得；

“**AFRC**”指香港会计及财务报告委员会；

“**总投资金额**”指认购价格乘以投资者股份数量所得的金额；

“**批准事项**”具有第 6.2(g)条所赋予的含义；

“**联系人/紧密联系人**”具有《上市规则》中赋予该术语的含义，“**联系人/紧密联系人**”应据此解释；

“**经纪佣金**”指根据《费用规则》（定义见《上市规则》）第 7(1)段规定，按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行通常在香港向公众开放办理常规银行业务，且联交所开放进行证券交易业务的任何一天（星期六、星期日及香港公众假期除外）；

“**CCASS**”指由香港中央结算有限公司设立及运营的香港中央结算及交收系统；

“**交割**”指根据本协议的条款和条件完成投资者股份的认购；

“**CMI(s)**”指《证券及期货事务监察委员会持牌人或注册人操守准则》所定义的资本市场中介人

“**《操守准则》**”指经不时修订、补充或以其他方式修改的《证券及期货事务监察委员会持牌人或注册人操守准则》；

“**《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）；

“**《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）；

“**关连人士/核心关连人士**”应具有《上市规则》中赋予该术语的含义，“**关连人士/核心关连人士**”亦应据此解释；

“**关连关系**”应具有该术语在中国证监会备案规则中赋予的含义并按该规则进行解释；

“**《合约（第三方权利）条例》**”指经不时修订、补充或以其他方式修改的《合约（第三方权利）条例》（香港法例第 623 章）；

除非上下文另有要求，否则“**控股股东**”一词应具有《上市规则》中赋予该术语的含义，“**控股股东们**”亦应据此解释；

“**中国证监会**”指中国证券监督管理委员会，负责监督及监管中国证券市场的监管机构；

“**中国证监会备案规则**”指《境内企业境外发行证券和上市管理试行办法》及中

证监会发布的配套指引，包括其不时修订、补充或作出的其他修改；

“**处置**”就任何相关股份而言，包括直接或间接；

- (i) 要约、质押、设定担保、出售、抵押、出借、设立、转让、让与或以其他方式处置任何法律权益或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何期权或合同以购买、认购、出借或以其他方式转让或处置，或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，或购买或同意购买任何期权、合约、认股权证或出售权），或就相关股份或任何可转换为、可行使或可交换为该等相关股份的证券，或代表收取该等相关股份权利的证券，设立任何性质的第三方权利，或订立此类协议，无论直接或间接，亦无论附条件或无条件；或
- (ii) 订立任何掉期交易或其他安排，将该等相关股份或该等其他证券的所有权所产生的任何经济后果或附带权益，或其中任何权益，全部或部分转移给他人；或
- (iii) 直接或间接进行任何其他交易，且该交易具有与上述第(i)及(ii)项所述任何交易相同的经济效果；或
- (iv) 同意或约定进行，或公开宣布有意进行上述第(i)项所述的任何交易，(ii)及(iii)所述的任何交易，无论上述(i)、(ii)及(iii)所述的任何交易是通过交付相关股份或可转换为、可行使或可交换为相关股份的其他证券、以现金或其他方式结算；“处置”一词应据此解释；

“**FINI**”应具有《上市规则》中赋予该术语的含义；

“**全球发售**”具有序言(A)中赋予的含义；

“**政府机关**”指任何政府、监管或行政委员会、董事会、机构、当局或部门，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、法庭或仲裁员，无论其为国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家层级的（包括但不限于联交所、香港证监会、中国证监会）；

“**集团**”指本公司及其附属公司；

“**H 股**”指本公司股本中每股面值人民币 1.00 元的 H 股，该等股份将以港元买卖，并拟于联交所上市；

“**港元**”或“**HKS**”指香港的法定货币；

“香港”指中华人民共和国香港特别行政区；

“香港公开发售”具有序言(A)中赋予的含义；

“HKSCC”指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司。

“受赔偿方”具有第 6.5 条所赋予的含义，“受赔偿方”指其中任何一方，具体视上下文而定；

“国际发售”具有序言(A)中赋予的含义；

“国际发售通函”指本公司预计就国际发售向潜在投资者（包括投资者）发出的最终发售通函；

“投资者相关信息”具有第 6.2(i)条所赋予的含义；

“投资者股份”指投资者根据本文件所述条款及条件，在本次国际发售中拟认购的 H 股数量，该数量系根据附表 1 计算并由本公司及独家保荐人兼整体协调人确定；

“法律”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、香港证监会及中国证监会）颁布的所有法律、法规、条例、措施、规则、规章、准则、指导意见、决定、意见、通告、通函、指令、请求、命令、判决、法令或裁决；

“征费”指香港证监会交易征费 0.0027%（或上市日适用的交易征费）及联交所交易费 0.00565%（或上市日适用的交易费），以及 AFRC 交易征费 0.00015%（或上市日适用的交易征费），上述各项均按总投资金额计算；

“上市日期”指股份首次在联交所主板上市之日；

“《上市指引》”指由联交所发布的《新上市申请人指引》，包括其不时经修订、补充或以其他方式修改的内容；

“上市规则”指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决定、指引及其他规定，均指经不时修订、补充或以其他方式修改后的版本；

“**禁售期**”具有第 5.1 条所赋予的含义；

“**发售价**”指根据全球发售将股份发售或出售的每股最终港元价格（不包括经纪佣金及征费）；

“**各方**”指本协议所列明的各方，而“**一方**”指其中任何一方，具体含义视上下文而定；

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

“**初步发售通函**”指本公司预计就国际发售向潜在投资者（包括投资者）发出的初步发售通函，该通函可能不时进行修订或补充；

“**专业投资者**”具有《证券及期货条例》附表 1 第 1 部所赋予的含义；

“**招股章程**”指本公司就香港公开发售将在香港发出的最终招股章程；

“**公开文件**”指国际发售的《初步发售通函》及《国际发售通函》、本公司为香港公开发售将在香港刊发的《招股说明书》，以及本公司就全球发售可能刊发的其他文件及公告，均包括其不时修订或补充的内容；

“**QDII**”指根据中国法律成立的合格境内机构投资者；

“**Regulation S**”指《证券法》项下的 S 规例；

“**监管机构**”具有第 6.2(i)条所赋予的含义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何配股、资本化发行或其他形式的资本重组（无论此类交易是以现金或其他方式结算）而从投资者股份衍生出的本公司任何股份、其他证券或权益；

“**RMB**”或“**人民币**”指中国的法定货币；

“**《证券法》**”指经不时修订、补充或以其他方式修改的 1933 年《美国证券法》；

“香港证监会”指香港证券及期货事务监察委员会；

“《证券及期货条例》”指经不时修订、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）；

“股份”指本公司股本中每股面值为 RMB1.00 的普通股，该等股份将以港元交易，并拟在联交所上市；

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所赋予的含义；

“美国”及“美利坚合众国”指美利坚合众国、其领土及属地、美国任何一州以及哥伦比亚特区；

“美元”或“US\$”指美国的法定货币；及

“美国人士”具有《证券法》S 条例中赋予的含义。

1.2 在本协议中，除非上下文另有要求：

- (a) 提及“条款”、“子条款”或“附表”时，均指本协议的条款、子条款或附表；
- (b) 目录、条款及附件标题仅为方便起见而设，不影响本协议的解释或理解；
- (c) 前言及附件构成本协议不可分割的组成部分，其效力与本协议正文中明确载明的内容相同，且任何对本协议的引用均应包括前言及附件；
- (d) 单数形式应包括复数形式，反之亦然；指代某一性别的词语应包括另一性别；
- (e) 对本协议或另一文书的引用，包括对二者任何修改或替代；
- (f) 提及某项法律、法定条款、法规或规则，即包括对：
 - (i) 该法令、条款、条例或规则经任何法令或法定条款不时合并、修订、补充、修改、重新颁布或取代后的版本；
 - (ii) 对任何被废止的成文法、法定条款、条例或规则，只要该法将其重新颁布（无论是否作修改）；以及
 - (iii) 根据该法例制定的任何附属法例；
- (g) 凡提及“规例”，包括任何政府、政府间或超国家机构、机关、部门，或任何监管、自律监管或其他主管机关或组织所颁布的任何规例、规则、官方指令、意见、通知、通函、命令、要求或指引（不论是否具有法律效力）

；

- (h) 除非另有指明，凡提及时间及日期者，均分别指香港时间及日期；
- (i) “人”一词包括个人、商号、公司、法人团体、非法人团体或当局、政府、国家或国家机关、合资企业、协会或合伙企业（无论是否具有独立法人资格）；
- (j) “包括”、“包含”及“包括但不限于”的表述，应分别理解为“包括但不限于”、“包含但不限于”及“包括但不限于”；以及
- (k) 凡提及任何司法管辖区（香港除外）的任何法律术语，包括任何行为、救济、方法或司法程序、法律文件、法律地位、法院、官员或任何法律概念或事项，均应视为包括该司法管辖区内最接近相关香港法律术语的表述。

2. 投资

2.1 在满足下文第 3 条所述条件（或经各方豁免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所列条件不得予以豁免，且第 3.1(f)条项下的条件仅可由本公司、独家保荐人及独家保荐人兼整体协调人予以豁免），并符合本协议的其他条款及条件：

- (a) 投资者将认购，本公司将根据国际发售条款，并作为国际发售的一部分，通过独家保荐人兼整体协调人及/或其关连方（以国际发售相关部分的国际承销商的国际代表身份），以发售价格向投资者发行、配发及配售投资者股份；独家保荐人兼整体协调人将向投资者分配及/或交付（视具体情况而定）或促使分配及/或交付（视具体情况而定）投资者股份；以及
- (b) 投资者将根据第 4.2 条的规定，就投资者股份支付总投资金额、经纪费及各项税费。

2.2 投资者可在上市日期前三(3)个营业日或更早，通过向本公司、独家保荐人和独家保荐人兼整体协调人发出书面通知，选择通过其全资子公司（该子公司须为专业投资者），且 (i) 并非且将不会成为美国人士，且并非为美国人士的账户或利益而购入投资者股份；(ii) 位于美国境外，且 (iii) 根据《证券法》S 条例通过离岸交易认购投资者股份，但须满足以下条件：

- (a) 投资者应促使该全资子公司于该日向本公司、独家保荐人及独家保荐人兼整体协调人出具书面确认，表明其同意受本协议中投资者所作出的各项协议、陈述、保证、承诺、确认及保证的约束；且投资者在本协议中作出的各项协议、陈述、保证、承诺、确认及保证，应被视为由投资者代表其自身及该全资子公司共同作出，且
- (b) 投资者 (i) 无条件且不可撤销地向公司、独家保荐人及独家保荐人兼整体协调人担保，该全资子公司将如期、妥善地履行并遵守本协议项下其所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；且 (ii) 承诺根据第 6.5 条的规定，应要求向各受赔偿方提供充分且有效的赔偿，并持续承担赔偿责任。

投资者根据本第 2.2 条承担的义务，构成直接、首要且无条件的支付义务，即

应本公司、向本公司、独家保荐人或独家保荐人兼整体协调人支付该全资子公司根据本协议应承担的任何款项，并应要求立即履行该全资子公司根据本协议承担的任何义务，而无需本公司、独家保荐人或独家保荐人兼整体协调人首先对该全资子公司或任何其他人士采取行动。除非上下文另有要求，本协议中“投资者”一词应解释为包括该全资子公司。

- 2.3** 本公司与独家保荐人兼整体协调人（代表其自身及全球发售的承销商）将按双方商定的方式确定发售价格。投资者股份的确切数量将由本公司与独家保荐人兼整体协调人根据附表 1 最终确定，该确定结果对投资者具有最终效力并具有约束力，但明显错误除外。

3. 交割条件

- 3.1** 投资者根据本协议认购投资者股份的义务，以及公司和独家保荐人兼整体协调人发行、配发、配售、分配和/或交付（视具体情况而定）或促使发行、配发、配售、分配和/或交付（视具体情况而定）根据第 2.1 条认购投资者股份的义务，仅以各方已满足或豁免下列各项条件为前提（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得被豁免，且第 3.1(f)条项下的条件仅可由本公司、独家保荐人及独家保荐人兼整体协调人豁免）在交割时或之前：

- (a) 香港公开发售及国际发售的承销协议已签署并生效，且无条件生效（根据其各自的原始条款，或经各方协议后由豁免或修改），且最迟于该等承销协议中规定的日期及时间之前生效，且上述任何一份承销协议均未被终止；
- (b) 本公司与独家保荐人兼整体协调人（代表其自身及全球发售的承销商）已就发售价格达成一致；
- (c) 联交所上市委员会已批准 H 股（包括投资者股份）的上市及交易（包括其他适用的豁免及批准），且该等批准、许可或豁免在股份于联交所开始交易前未被撤销；
- (d) 中国证监会已受理该等中国证监会备案文件并就该等中国证监会备案在其网站刊发备案结果，且该受理通知及/或已刊发的备案结果于 H 股在联交所开始买卖前未被另行驳回、撤回、撤销或失效；
- (e) 任何政府机构均未颁布或颁布任何法律，禁止完成全球发售或本协议所述的交易，且无任何有管辖权的法院颁布的命令或禁令生效，从而阻止或禁止完成此类交易；且
- (f) 投资者根据本协议作出的各项陈述、保证、确认、承诺及确认（截至本协议签署之日）及今后（截至上市日及交割日）在所有方面均准确真实完整且不存在误导和欺骗，且投资者未对本协议构成任何实质性违约。

- 3.2** 如果第 3.1 条所载的任何条件尚未能于本协议日期后 180 日届满之日（或本公

司、投资者、独家保荐人及独家保荐人兼整体协调人书面约定的其他日期)之前,得到满足或被各方豁免(但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)项所列条件不得予以豁免,且第 3.1(f)条项下的条件仅可由本公司、保荐人及独家保荐人兼整体协调人豁免),则投资者购买的义务,以及本公司与独家保荐人兼整体协调人发行的义务,投资者购买投资者股份的义务,以及本公司和独家保荐人兼整体协调人发行、配售、安排、分配和/或交付(视具体情况而定)或促使发行、配售、安排、分配和/或交付(视具体情况而定)投资者股份的义务即告终止,且投资者根据本协议向任何其他方支付的任何款项,应由该其他方在不计利息的情况下在商业上可行的情况下尽快,且无论如何不迟于本协议终止之日起 30 日内退还给投资者,本协议将终止并失效,公司、独家保荐人及/或独家保荐人兼整体协调人的所有义务和责任均告终止;但根据本第 3.2 条终止本协议,不影响任何一方在终止时或之前根据本协议条款对其他各方已产生的权利或责任。为免生疑义,本条款中的任何内容均不得解释为赋予投资者权利,以在截至本条款所述上述日期期间内,纠正投资者根据本协议分别作出的各项陈述、保证、承诺及确认的任何违约行为。

- 3.3** 投资者确认,无法保证全球发售将得以完成、不会被推迟或终止,亦无法保证发行价将处于公开文件中规定的指示性价格区间内;若因任何原因导致全球发售未能按预期日期和时间进行、未能进行或未能完成,公司、独家保荐人或独家保荐人兼整体协调人对此不承担任何责任。投资者特此放弃(如有)就全球发售因任何原因未能按预期日期及时间进行、未能进行或未能完成,或要约价格未在公开文件所载指示性范围内,而向本公司、独家保荐人及/或独家保荐人兼整体协调人或其各自附属公司、关连方、高级人员、董事、雇员、顾问、职员、联系人、合伙人、代理人及代表提出任何索赔或诉讼的权利。

4. 交割

- 4.1** 在遵守第 3 条及本第 4 条的前提下,投资者将根据国际发售条款并作为其组成部分,通过独家保荐人兼整体协调人(及/或其各自关连方)——其以国际发售相关部分的国际承销商的国际代表身份行事——按发行价认购投资者股份。据此,投资者股份将在国际发售交割之时,按照本公司与独家保荐人兼整体协调人确定的时间和方式进行认购。

如未能符合《上市规则》第 8.08(3)条的规定(即于上市日期由公众人士持有的 H 股中,不得超过 50%由本公司三名最大公众股东实益拥有),则独家保荐人、独家保荐人兼整体协调人及本公司有权全权酌情调整投资者将予购买的投资者股份数目的配额,以符合《上市规则》第 8.08(3)条的规定。

- 4.2** 投资者应于上市日在香港登记结算公司系统内完成缴款对付。

- 4.3** 投资者股份的交付及付款亦可采用本公司、独家保荐人、独家保荐人兼整体协调人及投资者以书面形式另行约定的任何其他方式。

- 4.4 如果未在本协议规定的时间和方式内收到或结清总投资金额及相关经纪费和税费（无论是全部还是部分），本公司、独家保荐人和独家保荐人兼整体协调人保留权利，根据各自的绝对酌情权，终止本协议，在此情况下，本公司、独家保荐人及独家保荐人兼整体协调人的所有义务和责任均告终止（但不影响本公司、独家保荐人及独家保荐人兼整体协调人因投资者未能履行本协议项下其义务而可能对投资者提出的任何索赔）。投资者无论如何均应承担全部责任，并应以税后为基础，就因投资者未能按照第 6.5 条全额支付总投资金额、经纪费及各项税费，而导致或与之相关的任何损失及损害，向各受赔偿方提供赔偿，使其免受损害并获得充分赔偿。
- 4.5 如果本公司、独家保荐人、独家保荐人兼整体协调人及其各自关联方因其无法控制的情况而被阻止或延迟履行其在本协议项下的义务，则其各自概不就其未能或延迟履行本协议项下的义务承担任何责任（无论共同或个别）；且本公司、独家保荐人及独家保荐人兼整体协调人各自均有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、流行病、大流行病或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、国家、国际或地区紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、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及升级、战争（无论是否宣战）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府运作中断、公共秩序混乱、政治动荡、敌对行动的爆发或升级、其他工业行动、严重交通中断、地震及其他自然灾害、电力或其他供应普遍故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何资金传输系统故障、禁运、劳资纠纷，以及任何现行或未来法律、条例、规例的变更、任何现行或未来政府行为或类似事项。

5. 对投资者的限制

- 5.1 投资者代表其自身及其全资子公司（如投资者股份将由该全资子公司持有）向公司、独家保荐人及独家保荐人兼整体协调人同意、承诺并保证：未经该公司、独家保荐人及独家保荐人兼整体协调人各自的事先书面同意，投资者不得在自上市日期（含该日）起至上市日期后九(9)个月（含该日）止的期间内（“禁售期”），直接或间接地：(i) 以任何方式处置任何相关股份或任何持有相关股份的公司或实体的权益，包括任何可转换为、可交换为或可行使以获得前述证券的证券，或代表有权获得前述证券的证券；； (ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易；或(iv) 同意或订约进行，或公开宣布有意进行上述(i)、(ii)及(iii)项所述的任何该等交易；及(b) 如在禁售期后的任何时间处置任何相关股份（或就处置订立协议或合约，或宣布有意处置），将确保该等处置符合所有适用法律。

在不违反上段规定的前提下，本公司、独家保荐人及独家保荐人兼整体协调人确认，于禁售期届满后，投资者可自由处置任何相关股份，并须尽一切合理努力确保任何该等处置不会造成 H 股市场秩序混乱或虚假市场，且在其他

方面符合所有适用法律以及所有有管辖权司法权区证券交易所的规例及规则，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》及《证券及期货条例》。

5.2 投资者同意并承诺，除非事先获得本公司、独家保荐人及独家保荐人兼整体协调人的书面同意，否则投资者及其紧密联系人在本公司已发行股本总额中所持股份的总和，应低于本公司已发行股本总额的 10%（或《上市规则》不时就“主要股东”的定义所规定的其他百分比），且其不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人于本公司已发行股本总额中的合计持股量（直接及间接）不得导致公众人士持有的本公司证券总数（按《上市规则》所设想并由联交所诠释，包括但不限于《上市规则》第 8.08 条及第 19A.13A 条）低于《上市规则》所规定的百分比，或联交所可能批准并不时适用于本公司的其他百分比。投资者同意，若其知悉任何上述情况，应以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人。

5.3 投资者同意，投资者持有本公司股本系基于其公募基金或其资产管理计划募集的资金投资，并同意应本公司、独家保荐人及/或独家保荐人兼整体协调人的合理要求，向本公司、独家保荐人及独家保荐人兼整体协调人提供合理证据，以证明投资者持有本公司股本系基于其公募基金或其资产管理计划募集的资金投资。投资者不得，且应促使其控股股东、关连方及其各自的实益拥有人不得通过簿记建档程序申请或下单认购全球发售中的股份（投资者股份除外），亦不得申请认购香港公开发售中的股份。

5.4 投资者及其关连方、董事、高级管理人员、雇员或代理人，不得与本公司、本公司的控股股东、本集团的任何其他成员或其各自的关连方、董事、高级管理人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第 4.15 章或香港监管机构发布的书面指引）不一致或违反该等规则的安排或协议（包括任何附函）。

6. 确认、陈述、承诺及保证

6.1 投资者（为其自身并代表其全资附属公司）无条件及不可撤销地向本公司、独家保荐人及独家保荐人兼整体协调人同意、声明、保证、承诺并确认：

- (a) 本公司、独家保荐人、独家保荐人兼整体协调人及其各自的关连方、董事、高级管理人员、雇员、代理人、顾问、关连方、合伙人及代表均不作任何陈述，亦不作任何保证、承诺或担保，表明全球发售将进行或完成（无论是否在特定时间内或是否最终完成），或发行价将处于公开文件中载明的指示性价格区间内，且倘若全球发售因任何原因而延迟、未能进行或未能完成，或发售价格未在公开文件所载的指示性价格区间内，则对投资者概不承担任何责任；

- (b) 本协议、投资者的背景资料，以及本协议所预期的各方之间的关系和安排，均须在环球发售的公开文件及其他营销和路演材料中予以披露；且投资者将在公开文件、上述其他营销和路演材料及公告中被提及；具体而言，本协议将作为一项重大合同，须根据《公司（清盘及杂项条文）条例》及《上市规则》的规定，就全球发售事宜或按其他规定向香港监管机构提交备案，并予以公开展示；就此而言，投资者将向独家保荐人及独家保荐人兼整体协调人提供一切所需资料，以协助独家保荐人及独家保荐人兼整体协调人履行其于《上市规则》及《操守准则》项下的义务及责任（包括但不限于对投资者进行尽职调查）。
- (c) 根据《上市规则》或 FINI 平台的要求，须向联交所提交的有关投资者的信息将与本公司、联交所、香港证监会及其他必要监管机构共享，并纳入一份综合认购人名单，该名单将通过 FINI 平台向独家保荐人兼整体协调人披露；
- (d) 发售价格应由本公司与独家保荐人兼整体协调人（代表其自身及全球发售的其他承销商）完全且仅根据全球发售的条款和条件确定，投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及独家保荐人兼整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关投资者购买 H 股或以其他方式参与配售的资料；且投资者确认并承诺，就通过其提供或管理的掉期安排或其他金融或投资产品投资于 H 股的其他直接或间接投资者，披露并提供所有必要资料（包括但不限于身份及认购金额）；
- (f) 投资者或 QDII 将通过独家保荐人兼整体协调人及/或其关连方（其以国际发售国际承销商的国际代表身份行事）认购投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或关联方，亦非代表任何前述人士行事；
- (h) 投资者将按照并受限于公司的组织章程大纲及章程细则或其他组成文件或宪制性文件、适用法律及本协议的条款及条件，接纳投资者股份；
- (i) 投资者股份的数量可能会因根据《上市规则》应用指引第 18 项、《上市指南》第 4.14 章，或联交所可能不时批准并适用于公司的其他百分比，在国际发售与香港公开发售之间重新分配发售股份而受到影响。
- (j) 在不影响本协议项下其他条文的前提下，本公司及独家保荐人兼整体协调人将全权酌情变更或调整：
 - (a) 根据全球发售或其任何部分提呈发售的发售股份（包括投资者股份）数目；
 - (b) 全球发售项下发售股份在香港公开发售及国际发售之间的分配，或其任何部分的分配；及
 - (c) 经联交所批准并符合适用法律的其他发售股份数目调整或重新分配、发售价范围及最终发售价
- (k) 为满足以下规定或要求，独家保荐人兼整体协调人及公司可全权酌情调整投资者股份数量的分配：(i) 《上市规则》第 8.08(3) 条，该条规定，于上市日期，公众人士持有的 H 股中，三名最大公众股东实益拥有的比例

不得超过 50%；(ii) 《上市规则》第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的相关规定；(iii) 《上市规则》第 19A.13C 条项下的最低自由流通量规定；及(iv) 《上市规则》应用指引第 18 项项下的要求。

- (l) 在签订本协议之时或前后，或在之后但国际发售完成之前，本公司、独家保荐人及/或独家保荐人兼整体协调人已或可能，及/或拟与一名或多名其他投资者就国际发售签订了、或可能及/或拟就类似投资签订协议；
- (m) 本公司、独家保荐人、独家保荐人兼整体协调人或其各自的任何附属公司、代理人、董事、雇员或关联方，或参与全球发售的任何其他方，均不就投资者股份的收购或与投资者股份的任何交易有关的任何税务、法律、货币或其他经济或其他后果承担任何责任。
- (n) 投资者股份尚未且不会根据《证券法》或美国任何州或其他司法管辖区的证券法进行注册，且不得在美国境内或向任何美国人士、或为其账户或利益，直接或间接地进行要约、转售、质押或以其他方式转让，除非依据有效的注册声明、符合《证券法》注册要求的豁免条款，或进行不受该注册要求约束的交易；亦不得在任何其他司法管辖区进行上述行为，除非该司法管辖区的适用法律允许；
- (o) 其理解并同意，投资者股份的转让仅可 (A) 在美国境内根据《证券法》第 144 条规则或该规则下的其他适用豁免进行；或 (B) 在美国境外，通过符合《证券法》S 条例定义的“离岸交易”并依据 S 条例进行；且在任何情况下，均须遵守美国各州及任何其他司法管辖区的适用证券法律，代表投资者股份的任何股票证书均应载有实质上符合上述要求的警示语；
- (p) 其理解，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商、或其各自的附属公司、关联方、董事、高级人员、雇员、代理人、顾问、联系人、合伙人及代表，均未就投资者股份的后续再发售、转售、质押或转让是否适用《证券法》第 144 条或任何其他可用豁免作出任何陈述；
- (q) 其已收到（且未来可能收到）与投资者对投资者股份的投资（及持有）有关、且可能构成《证券及期货条例》所界定的重大非公开信息及/或内幕信息的信息，且其应：(i) 除向其关连方、子公司、董事、高级管理人员、雇员、顾问、代理人及代表（“授权接收人”）以外的任何人，且仅限于严格基于“需要知悉”原则，且仅出于评估其对投资者股份的投资之目的，或法律另有要求，直至该等信息因投资者或其任何授权接收人无过错而成为公开信息；(ii) 尽最大努力确保其授权接收人（根据本第 6.1(q)条已向其披露该等信息的）仅在严格需要知悉的基础上向其他授权接收人披露该等信息，不得向任何其他人士披露；及(iii) 不得且将确保其授权接收人（根据本第 6.1(q)条向其披露该等信息的）不得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律（包括任何内幕交易规定）；
- (r) 本协议、招股说明书草案及初步发行通告草案中包含的信息，以及以保密方式提供给投资者和/或其代表的信息，以及可能已提供给投资者和/或其代表提供的任何其他资料（无论以书面或口头形式），均不得复制、披露、传阅或向任何其他人士传播；且如此提供的信息及资料可能发生变

更、更新、修订及补充，投资者在决定是否投资于投资者股份时不应依赖该等信息及资料。为避免疑问：

- (i) 无论是招股说明书草案、初步发行通告草案，还是可能已提供给投资者及/或其代表的任何其他材料，均不构成在任何禁止此类要约、招揽或销售的行为，均不构成对投资者及/或其代表发出购买、认购或申购任何证券的邀请、要约或招揽；且招股说明书草案、初步发售通告草案或可能已向投资者及/或其代表提供的任何其他材料（无论书面或口头）中的任何内容，均不得作为任何合同或承诺的依据；
 - (ii) 不得基于初步发售通告草案、招股说明书草案或可能已向投资者及/或其代表提供的任何其他材料（无论书面或口头），提出或接受任何认购、收购或购买 H 股或其他证券的要约或邀请；以及
 - (iii) 初步发售通告草案、招股说明书草案或可能已向投资者提供（无论书面或口头）或提交的任何其他材料，在本协议签订后可能会进一步修订，投资者在决定是否投资于投资者股份时不应依赖该等材料，且投资者特此同意该等修订（如有），并放弃其就该等修订（如有）享有的权利；
- (s) 本协议无论整体还是部分，均不构成在美国或任何其他此类要约属非法的司法管辖区内出售证券的要约；
- (t) 其已获得评估本次收购对投资者股份的利弊及风险所需或认为必要的信息，并有机会向公司、独家保荐人或独家保荐人兼整体协调人就公司、投资者股份或其认为评估投资者股份收购事宜的利弊及风险所必需或适宜的其他相关事项，并已向投资者或其代理人提供了投资者要求或代表投资者要求的所有与投资者股份投资相关的文件及信息；
- (u) 在作出投资决策时，投资者仅依赖且将仅依赖本公司发布的《国际招股说明书》中所载信息，而不依赖本公司、独家保荐人及/或独家保荐人兼整体协调人（包括其各自的董事、高级管理人员、员工、顾问、代理人、代表、关连方、合伙人及关连公司）于本文件日期或之前向投资者提供的任何其他信息（无论由公司、独家保荐人、独家保荐人兼整体协调人或其各自的关联方、代表或顾问编制，或以其他方式编制），且本公司、独家保荐人、独家保荐人兼整体协调人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、关连方、合伙人及关连公司均不就《国际招股说明书》中未载明的任何此类信息或材料的准确性或完整性作出任何陈述、保证或承诺，且本公司、独家保荐人、独家保荐人兼整体协调人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、关连方、合伙人及关连公司，均不因投资者及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、关连方、合伙人及关连公司使用或依赖此类信息或材料，或因《国际招股说明书》中未载明的任何其他信息，而对上述各方承担或将承担任何责任；
- (v) 独家保荐人、整体协调人、全球发售的其他承销商及其各自的董事、高级管理人员、雇员、子公司、代理人、关连方、附属公司、代表、合伙人和顾问均未就投资者股份的优劣、其认购、购买或发售事宜，或就本公司或

本集团成员的业务、运营、前景或状况（无论财务方面或其他方面），或就任何与此相关或有关的事项，向其作出任何保证、陈述或建议；且除最终国际招股说明书中规定的情况外，本公司及其董事、高级管理人员、雇员、子公司、代理人、关连方、附属公司、代表、合伙人和顾问均未就上述事项作出任何保证、陈述或建议。财务或其他方面，亦未就任何其他相关或关连事项作出任何保证、陈述或建议；除最终国际招股说明书另有规定外，本公司及其董事、高级管理人员、雇员、子公司、代理人、关连方、附属公司、代表及顾问均未就投资者股份的优劣、其认购、购买或发售事宜，或就本公司或集团成员的业务、运营、前景或状况（包括财务状况及其他方面），或就任何其他相关或关连事项向投资者作出任何保证、陈述或建议；

- (w) 投资者应遵守本协议、上市规则及任何适用法律不时对其施加的、关于其（直接或间接）处置任何相关股份的各项限制（如有），且该等股份系其目前或将来（直接或间接）为实益拥有人，或招股说明书中载明其为实益拥有人的股份；
- (x) 其已就本公司、本集团及投资者股份，以及本协议中规定的投资者股份认购条款进行了独立调查，并在其认为必要或适当的情况下，就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（包括但不限于上述方面）获取了独立专业意见，或已自行确认相关事项（包括税务、监管、财务、会计、法律、货币及其他方面，以及该等股份是否适合投资者，并已就上述事项自行作出判断；且其未依赖，亦无权依赖由本公司或独家保荐人、整体协调人，资本市场中介人或其他承销商就本次全球发售所获取或进行的任何建议、尽职调查或调查，亦不享有依赖该等建议、尽职调查或调查的权利；本公司、独家保荐人、整体协调人，资本市场中介人和其他承销商及其各自的关连方、附属公司、董事、高级管理人员、雇员、顾问、代理人或代表均不对因认购或交易投资者股份而产生的任何税务、监管、财务、会计、法律、货币或其他经济后果承担任何责任；
- (y) 其理解目前投资者股份尚无公开市场，且本公司、独家保荐人及整体协调人、资本市场中介人及其他包销商，或其各自的附属公司、关联方、董事、高级人员、雇员、代理人、顾问、联系人、合伙人及代表，并未就投资者股份未来是否会出现公开市场作出任何保证；
- (z) H 股的任何交易均须遵守适用法律及法规，包括《证券及期货条例》、《上市规则》、《证券法》项下有关股份交易的限制，以及任何主管证券交易所的任何其他适用法律、法规或相关规则；
- (aa) 任何不符合本协议所载限制而作出的要约、出售、质押或其他转让，就相关股份而言，均不会获公司认可；
- (bb) 倘若全球发售因任何原因延迟、终止或未能完成，公司、独家保荐人、整体协调人或其各自的任何联系人、关联方、董事、高级人员、雇员、顾问、代理人或代表，均不会因此对投资者或其附属公司承担任何责任；
- (cc) 本公司及独家保荐人兼整体协调人将全权酌情决定更改或调整 (i) 全球发售项下拟发行的 H 股数量；以及 (ii) 香港公开发售及国际发售项下拟发行的 H 股数量；

(dd)除本协议外，投资者一方与公司、公司任何股东、独家保荐人、独家保荐人兼整体协调人及/或资本市场中介人另一方之间，并无就全球发售订立任何其他协议；及

(ee)投资者已同意，总投资金额及相关经纪佣金和征费应于上市日支付。

6.2 投资者代表其自身及其全资子公司进一步向公司、独家保荐人及独家保荐人兼整体协调人声明、保证并承诺：

(a) 其已根据注册地法律正式注册成立且有效存续，且未曾有人对其提出清算或解散的申请、法院未曾就此作出命令，亦未通过任何有效的清算或解散决议，也未曾就其任何业务、财产或资产任命接管人；

(b) 其有资格接收及使用本协议项下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿），且该等接收及使用不会违反适用于投资者的所有法律，亦不会要求投资者在其所在司法管辖区内进行任何注册或取得任何牌照；

(c) 其拥有合法权利和权限，可拥有、使用、租赁及运营其资产，并以目前的方式开展业务；

(d) 其拥有充分的权力、权限和能力，并已采取一切必要行动（包括从任何政府及监管机构或第三方处获得所有必要的同意、批准和授权），以签署并交付本协议、订立并执行本协议所预期的交易，以及履行其在本协议项下的义务，因此，除第 3.1 条所载条件外，其履行本协议项下义务无须取得任何政府及监管机构或第三方的任何同意、批准及授权；

(e) 本协议已由投资者依法授权、签署并交付，构成投资者的合法、有效且具有约束力的义务，可依据本协议条款对其强制执行；

(f) 其已采取并将在本协议有效期内采取一切必要措施，以履行其在本协议项下的义务，并使本协议及本协议所载交易生效，同时遵守所有相关法律；

(g) 根据适用于投资者的任何相关法律，且投资者为根据本协议认购投资者股份而须取得的各项同意、批准、授权、许可及注册（以下简称“**批准事项**”），均已取得，且均具有完全法律效力，且未被宣告无效、撤销、撤回或废止，且任何批准均未受制于任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被宣告无效、撤销、撤回或撤销，投资者并不知悉任何可能导致批准被宣告无效、撤回或作废的事实或情况。投资者进一步同意并承诺，若任何此类批准因任何原因不再具有完全效力，或被宣告无效、撤销、撤回或废止，将立即以书面形式通知公司、独家保荐人及独家保荐人兼整体协调人；

(h) 投资者签署并交付本协议，以及其履行本协议并认购或收购（视具体情况而定）投资者股份的行为，不会违反或导致投资者违反：(i) 投资者的组织章程大纲及细则或其他组织或章程文件，或 (ii) 投资者就本协议项下拟进行的交易而受其约束的任何司法管辖区的法律，或因投资者认购或收购（视具体情况而定）认购或收购投资者股份，或 (iii) 对投资者具有约束力的任何协议或其他文书，或 (iv) 对投资者具有管辖权的任何政府机关作出的任何判决、命令或裁定；

(i) 其已遵守并将继续遵守与认购投资者股份相关的所有司法管辖区的适用法

律，包括直接或间接通过本公司、独家保荐人及/或独家保荐人兼整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或证券交易所（统称“**监管机构**”），并同意及接纳披露该等信息，在每种情况下，均应符合适用法律的要求或应任何监管机构不时提出的要求（包括但不限于 (i) 投资者及其各自最终实益拥有人及/或最终负责下达与认购投资者股份相关指示之人的身份信息（包括但不限于其各自名称及注册地）； (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详情、投资者股份数量、总投资金额以及本协议项下的禁售期限限制）； (iii) 任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购方及其最终实际受益人的身份信息，以及该掉期安排或其他金融或投资产品的提供方）；及/或 (iv) 投资者或其实际受益人及关连方与本公司及其任何股东之间的任何关连关系（统称“**投资者相关信息**”），并在任何监管机构要求的时限内提供。投资者进一步授权本公司、独家保荐人、独家保荐人兼整体协调人及其各自的关连方、董事、高级管理人员、雇员、顾问及代表，向相关监管机构披露任何投资者相关信息，并/或根据《上市规则》或适用法律的要求，或应任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露该等信息；

- (j) 投资者在财务和商业事务方面具备充分的知识和经验，以至于：(i) 其有能力评估投资投资者股份的潜在投资的优劣及风险；(ii) 其有能力承担该投资的经济风险，包括投资者股份投资的全部损失；(iii) 其已获得其认为决定是否投资投资者股份所必需或适当的所有信息；及 (iv) 其在投资处于类似发展阶段的公司证券的交易方面具有经验；
- (k) 其日常业务是买卖股份或债券，或其为专业投资者，且通过订立本协议，其就本协议项下拟进行的交易而言，并非任何独家保荐人、整体协调人、资本市场中介人或其他承销商的客户；
- (l) 其以自营投资方式，为自身账户及投资目的而认购投资者股份，且不以分销其根据本协议认购的任何投资者股份为目的，且投资者无权提名任何人担任公司的董事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，其为合格机构投资者（QIB）；或(ii) 若在美国境外认购投资者股份，其系依据《证券法》S 条例定义的“离岸交易”进行，且非美国人士；
- (n) 投资者系在符合《证券法》注册要求豁免或不受其约束的交易中认购投资者股份；
- (o) 投资者及其各自的实际受益人及/或关连方，以及投资者代其购买投资者股份的人士（如有）及/或其联系人 (i) 均为独立于本公司的第三方；(ii) 并非公司的关连人士（定义见《上市规则》）或其联系人，且不论投资者与可能订立（或已订立）本协议所述的任何其他协议，且在本协议完成后，将独立于本公司任何关连人士（定义见《香港收购及合并守则》），且不会与之一致行动；(iii) 具备履行本协议项下所有义务的财务能力；(iv) 未直接或间接接受 (a) 本公司任何核心关连人士（定义见《上市规则》）或 (b) 本公司、本公司或其任何子公司的任何董事、行政总裁、控股股东、主要股东或现有股东，或其任何一方的紧密联系人（定义见《上市规则》）的资金或支持，且不习惯于亦未曾就本公司证券的收购、

处置、投票或其他处置事宜接受任何此类人士的指示；(v)不属于《上市规则》附录 F1（股权证券配售指引）第 5(2)段所述任何类别的人士；及(vi)与公司或其任何股东并无关联关系，除非已向公司、独家保荐人及独家保荐人兼整体协调人作出书面披露。

- (p) 投资者将以其其公募基金或其资产管理计划募集的资金认购投资者股份，且其并无取得亦无意取得任何贷款或其他形式的融资，以履行其在本协议项下的付款义务；
- (q) 其实际受益人及/或关连方均非任何独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售承销商、牵头经纪人或任何分销商的“关连客户”，且不属于《上市规则》附录 F1（股权证券配售指引）所述任何类别的人士。“关连客户”、“牵头经纪商”及“分销商”等术语的含义，应以《上市规则》附录 F1（股权证券配售指引）中赋予的定义为准；
- (r) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）根据全权委托管理投资组合协议进行管理。“全权委托管理投资组合”一词的含义以《上市规则》附录 F1（股权证券配售指引）所载定义为准；
- (s) 投资者、其实际受益人或其各自的关连人士均非本公司或其关连公司的董事（包括过去 12 个月内的董事）、监事或现有股东，亦非上述任何一方的代名持有人；
- (t) 投资者将通过 FINI 提供须提交予联交所及 HKSCC 的所需资料，并确保投资者所提供的该等资料在所有重大方面均属真实、完整及准确；该等资料将于必要时与公司、联交所、证监会及香港其他相关监管机构共享，并将载入综合承配人名单，而该名单将通过 FINI 向参与全球发售的独家保荐人兼整体协调人披露。
- (u) 除先前已以书面形式通知独家保荐人和独家保荐人兼整体协调人外，投资者及其实际受益人(s)均不属于：(a) 联交所 FINI 承配人名单模板所列的任何承配人类别（“基石投资者”除外），亦非 FINI 接口或《上市规则》要求就承配人披露的任何类别；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在公司的配售结果公告中予以披露的任何承配人组别；
- (v) 投资者未曾且不会就股份的分销与任何“分销商”（定义见《证券法》S 条例）订立任何合同安排，但与关连方订立或经本公司事先书面同意的情况除外；
- (w) 投资者认购股份将符合《上市规则》附录 F1（股权证券配售指引）及《上市指南》第 4.15 章的规定；
- (x) 投资者及其紧密联系人在公司已发行股本总额中的合计持股（直接或间接）不得导致公众人士（定义见《上市规则》）持有的公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比。
- (y) 投资者、其实际受益人及/或联系人均未通过本公司任何关连人士、独家保荐人或整体协调人，或全球发售的任何承销商提供的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各关连方（如有）均独立于且与已参与或将参与全球发售的其他投资者及其任何关连方无关联；
- (z) 投资者或其关联方、董事、高级人员、雇员或代理人或公司或集团任何成员公司及其各自的关联方、董事、高级人员、雇员及代理人之间，并无且

不会订立或作出任何与《上市规则》（包括《指南》第 4.15 章）不一致的协议或安排，包括任何附函。

(aa) 除本协议另有规定外，投资者未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；

(bb) 除先前已向本公司、独家保荐人及独家保荐人兼整体协调人书面披露的情况外，投资者、其实际受益人及/或关连方未曾且不会就投资者股份订立任何掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及独家保荐人兼整体协调人声明并保证：附件 2 中关于其自身及其所属公司集团的描述，以及向监管机构和/或本公司、独家保荐人及独家保荐人兼整体协调人及其各自关连方提供的所有投资者相关信息，在所有方面均真实、完整、准确且不存在误导。在不影响第 6.1(b) 条规定的前提下，并由本公司、独家保荐人及/或独家保荐人兼整体协调人全权决定其必要性，投资者不可撤销地同意，在公开文件、营销及路演材料以及可能由公司、独家保荐人及/或独家保荐人兼整体协调人或代表其刊发的与全球发售有关的其他公告中，提述及载入其名称以及本协议描述的全部或部分内容（包括附表 2 所载描述）。投资者承诺尽快提供与其自身、其所有权（包括最终实益所有权）及/或本公司、独家保荐人及/或独家保荐人兼整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保其各自遵守适用法律及/或公司或证券注册规定，并满足包括联交所、香港证监会、中国证监会等主管监管机构的要求。投资者兹同意，在审阅将纳入不时向投资者提供的与全球发售相关的公开文件草稿及其他营销材料中、涉及其自身及其所属公司集团的描述，并作出投资者（如有）后，投资者应被视为保证：该等与其及其所属公司集团相关的描述在所有方面均属真实、准确、完整，且不存在误导性，并将就该等描述的任何变更及时以书面形式通知公司、独家保荐人及独家保荐人兼整体协调人，并向其提供意见以及该等更新资料及/或支持文件。

6.4 投资者理解，第 6.1 条和第 6.2 条中的陈述与确认系根据香港法律及美国证券法等规定所作出的。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自的子公司、代理人、关连方及顾问等各方将依赖投资者于此所载的保证、承诺、陈述及确认的真实性、完整性及准确性，并同意若其中任何保证、承诺、陈述或确认不再准确、完整或在任何方面具有误导性，将立即以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，届时公司、独家保荐人及独家保荐人兼整体协调人有权终止本协议，且无需完成本协议项下拟进行的交易。

6.5 投资者同意并承诺，投资者应按要求，在税后基础上，向公司、独家保荐人、整体协调人以及全球发售的其他承销商（各代表其自身并为其各自关连方代管），以及《证券法》定义下的任何控制人，并代表其各自的高级管理人员、董事、雇员、职员、关连方、合伙人、代理人 and 代表（统称“**受赔偿方**”）提供充分且有效的赔偿并使其免受损害，就因认购投资者股份、投资者股份或本协议而可能遭受或确立的任何及所有损失、成本、费用、索赔、诉讼、责任、程序或损害，包括因投资者或在任何相关股份将由投资者全资

附属公司持有的情况下该全资附属公司、或其高级管理人员、董事、雇员、职员、关连方、代理人、代表、合伙人或合作伙伴所为或导致的任何违反或被指控违反本协议的行为，或任何作为或不作为，或被指控的作为或不作为；并就任何受赔偿方因处理、抗辩或就任何此类索赔、诉讼或程序进行辩护而遭受或产生的任何及所有费用、开支、损失或支出承担前述赔偿责任，无论该等索赔、诉讼或程序是基于上述原因、由此产生或与此相关。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视具体情况而定）所作出的各项承认、确认、陈述、保证及承诺，均应被视为独立的承认、确认、陈述、保证或承诺，并应被视为在上市日予以重申。

6.7 本公司声明、保证并承诺：

- (a) 其已根据其注册地法律正式注册成立且有效存续；
- (b) 其拥有充分的权力、权限和能力，并已采取一切必要措施以订立本协议并履行其项下义务；
- (c) 在支付款项并遵守第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.2 条交付给投资者时，应为已全额缴足股款、可自由转让，且不存在任何期权、留置权、押记、抵押、质押、索赔、权益、负担及其他第三方权利，并应与当时已发行且将在证券交易所上市的 H 股享有同等地位；
- (d) 本公司及其控股股东（定义见《上市规则》）、本集团的任何成员及其各自的关连方、董事、高级管理人员、雇员及代理人，均未与任何投资者或其关连方、董事、高级管理人员、雇员或代理人订立任何与《上市规则》（包括《上市指南》第 4.15 条）不符的协议或安排（包括任何附函）；及
- (e) 除本协议另有规定外，本公司或本集团任何成员，以及其各自的关连方、董事、高级管理人员、雇员或代理人，均未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖《国际发售通函》所载信息，且投资者就《国际发售通函》享有与国际发售中购买 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可在下列情况予以终止：

- (a) 根据第 3.2 条、第 4.4 条或第 4.5 条；
- (b) 若投资者于国际发售交割之日之前严重违反本协议（包括投资者根据本协议作出的陈述、保证、承诺及确认的重大违约），则仅由公司或由独家保荐人和独家保荐人兼整体协调人中的任何一方（视情况而定）（尽管本协议中可能存在任何与此相反的条款）行使权利予以终止；或

(c) 经所有缔约方书面同意。

7.2 如果本协议根据第 7.1 条终止，各方均无义务继续履行本协议项下的各自义务（下文第 8.1 条规定的保密义务除外），且各方根据本协议享有的权利及承担的责任（下文第 11 条规定的权利除外）均告终止；任何一方均不得向其他任何一方提出索赔，但任何一方在终止时或之前根据本协议条款对其他各方已产生的权利或责任不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿责任在本协议终止后仍然有效。

8. 公告与保密

8.1 除本协议另有规定外，未经其他各方事先书面同意，任何一方均不得披露有关本协议、本协议所述交易或涉及公司、独家保荐人、独家保荐人兼整体协调人及投资者的任何其他安排的任何信息。尽管有上述规定，任何一方均可披露本协议：

- (a) 向联交所、香港证监会、中国证监会及 / 或本公司、独家保荐人及 / 或独家保荐人兼整体协调人受其监管的其他监管机构提交；投资者的背景及其与本公司的关系，可能载于由本公司或代表本公司发布的公开文件，以及
与全球发售有关的营销、路演材料以及本公司、独家保荐人及 / 或独家保荐人兼整体协调人就本次全球发售将发布或代为发布的其他公告中予以说明；
- (b) 向各方的法律顾问、财务顾问、审计师及其他顾问，以及各方的关连方、关连公司、董事、高级管理人员及相关员工、代表和代理人披露，但仅限于“需要知悉”的范围，前提是该方应 (i) 确保上述每位法律顾问、财务顾问及其他顾问，以及各方的关连方、关连公司、董事、高级管理人员及相关员工、代表和代理人知悉并遵守本协议中规定的所有保密义务，且 (ii) 继续对该方法律、财务及其他顾问，以及关连方、关连公司、董事、高级管理人员及相关员工、代表和代理人违反此类保密义务的行为承担责任；
以及
- (c) 或根据任何适用法律、对该方具有管辖权的任何政府机关或机构（包括联交所、香港证监会、中国证监会）或证券交易所规则的要求，由任何一方采取的其他措施（包括将本协议作为重大合同提交香港公司注册处登记，并根据《公司（清盘及杂项条文）条例》及《上市规则》的规定）或任何有管辖权的政府机关作出的具有约束力的判决、命令或要求。

8.2 投资者不得就本协议或任何相关事宜作出任何其他陈述或披露，但投资者事先征询公司、独家保荐人及独家保荐人兼整体协调人的意见，并就该等披露的原则、形式及内容获得其事先书面同意的情况除外。

8.3 投资者同意，就编制上文第 8.1 条所述须作出的任何公告或披露提供一切合理协助，并应提供本公司、独家保荐人或独家保荐人兼整体协调人所要求，

或联交所或任何其他政府机构就投资者或其认购投资者股份以及 H 股拟议上市所要求的所有资料。

8.4 本公司应尽合理努力，在公开发行人文件发布前，将其中涉及本协议、本公司与投资者之间关系以及投资者的一般背景信息的任何陈述，提交给投资者进行审阅。投资者应与本公司、独家保荐人、独家保荐人兼整体协调人合作，确保此类公开文件中涉及其的所有内容真实、完整、准确且无误导性，且公开文件中未遗漏其任何重要信息，并应及时向本公司、独家保荐人、独家保荐人兼整体协调人及其各自的法律顾问提供任何意见和核实文件。

8.5 投资者承诺，就第 8.1 条所述需作出的任何披露文件的编制，及时提供合理所需的一切协助（包括提供与投资者、其所有权（包括最终实益所有权）及/或与该条款所述事项相关的其他信息和/或支持性文件，这些信息和文件可能是本公司、独家保荐人或独家保荐人兼整体协调人）所合理要求的进一步信息及/或支持性文件，以（i）在本协议日期之后更新公开文件中对投资者的描述并核实相关内容，以及（ii）使本公司、独家保荐人及/或独家保荐人兼整体协调人能够遵守适用的公司或证券注册规定及/或主管监管机构（包括但不限于联交所、香港证监会、中国证监会）的要求。

9. 通知

9.1 根据本协议送达的所有通知均应采用书面形式，以英文或中文书写，并应按照第 9.2 条规定的方式送达至以下地址：

如送达本公司，则送达至

地址：南京市浦口区浦口经济开发区林春路 8 号

传真：不适用

电子邮件：yuedi.wei@jssisemi.com

收件人：董事会办公室

如送达投资者，请寄至：

地址：广州市海珠区琶洲大道 168 号星河湾中心 36 层

电子邮件：lihy@gffunds.com.cn; sun_yu@gffunds.com.cn;
lijiayi@gffunds.com.cn

收件人：李海燕

如送达**独家保荐人**，请寄至：

地址：香港中环皇后大道中 99 号中环中心 62 楼

电子邮件：Project JS2025@htsc.com

如送达**独家保荐人兼整体协调人**，请寄至：

地址：香港中环皇后大道中 99 号中环中心 62 楼

电子邮件：projectjs_ecm@htsc.com

- 9.2** 根据本协议发出的任何通知，应通过当面送达、传真、电子邮件或预付邮资的邮寄方式送达。任何通知如以亲手送达方式送达，则视为在送达时已收到；如以传真方式发送，则视为在收到发送确认时已收到；如以电子邮件方式发送，则视为在发送时已收到（除非收到未送达通知）；如以预付邮资方式邮寄，则视为在投递后 48 小时（如以航空邮件寄送，则为六(6)天）已收到（除非有证据证明更早收到）。在非营业日收到的任何通知，应视为于下一(1)个营业日收到。

10. 一般条款

- 10.1** 各缔约方均确认并声明：本协议已由其正式授权、签署并交付，构成其合法、有效且具有约束力的义务，并可根据其条款对其强制执行。除公司为实施全球发售可能所需的同意、批准及授权外，该方履行本协议项下义务无需任何公司、股东或其他方面的同意、批准或授权，且各缔约方进一步确认其能够履行本协议所述义务。
- 10.2** 除明显错误外，就本协议而言，本公司及独家保荐人兼整体协调人本着善意所作的计算和确定，就投资者股份数量、发行价格以及投资者根据本协议第 4.2 条须支付的款项金额具有最终效力。
- 10.3** 投资者、公司、独家保荐人和独家保荐人兼整体协调人应就本协议之目的或与本协议有关的、已要求或可能需要向第三方发出的任何通知，或第三方所需的任何同意和/或批准，予以配合。
- 10.4** 除非以书面形式作出并由所有缔约方或其代表签署，否则对本协议的任何修改或变更均不生效。
- 10.5** 本协议仅以中文订立。
- 10.6** 除非相关各方另有书面约定，否则各方应自行承担因本协议而产生的法律及专业费用、成本及开支，但因本协议所涉任何交易而产生的印花税，应由相关转让人/卖方与相关受让人/买方平均分担。
- 10.7** 时间是本协议的实质要素，但本协议中提及的任何时间、日期或期限均可经各方书面协议予以延长。
- 10.8** 本协议的所有条款，只要能够履行或遵守，在根据第 4 条完成交割后仍应继

续完全有效，但当时已履行的事项除外，且除非经各方书面同意终止。

10.9 本协议构成各方就投资者对本公司的投资所达成的全部协议和谅解。本协议取代此前所有与本协议标的相关的承诺、保证、担保、陈述、沟通、谅解及协议，无论其为书面形式还是口头形式。

10.10 除本第 10.10 条另有规定外，非本协议当事方的人士无权根据《合约（第三方权利）条例》强制执行本协议的任何条款，但这并不影响第三方依据《合约（第三方权利）条例》以外的规定所享有或可获得的任何权利或救济：

- (a) 受赔偿方可与本协议当事方享有同等程度的权利，以执行及依赖第 6.5 条。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，无需征得第 10.10(a)款所述人员的同意。

10.11 独家保荐人和独家保荐人兼整体协调人拥有以下权力，并特此获授权，可按其认为合适的方式和条款（无论是否遵循正式程序，且无需就此授权事先通知本公司或投资者），将其所有或部分相关权利、义务、权力和酌情权授予其任何一家或多家关连方。尽管进行了上述授权，独家保荐人或独家保荐人兼整体协调人仍须对其根据本条款向其关连方授权的相关权利、义务、权力和/或酌情权所涉及的任何作为或不作为承担责任。

10.12 任何一方未行使或未执行（全部或部分）本协议或法律规定的任何权利，或延迟行使或执行该权利，均不应视为放弃或豁免该权利，亦不应以任何方式限制该方进一步行使或执行该权利或任何其他权利的能力；且对任何此类权利或救济措施的单次或部分行使，不应妨碍对其的任何其他或进一步行使，亦不应妨碍对任何其他权利或救济措施的行使。本协议规定的权利、权力和救济措施具有累积性，且不排除任何其他权利、权力和救济措施（无论是由法律规定还是其他来源）。对本协议任何条款违约行为的豁免，除非该豁免以书面形式作出并由被主张豁免的一方签署，否则不具有效力，亦不视为默示。

10.13 如果本协议的任何条款在任何司法管辖区的法律下在任何方面被认定为或成为非法、无效或不可执行，这不应影响或损害：

- (a) 本协议任何其他条款在该司法管辖区的合法性、有效性或可执行性；或
- (b) 本协议该条款或任何其他条款在任何其他司法管辖区的法律下的合法性、有效性或可执行性。

10.14 本协议对各方及其各自的继承人、遗嘱执行人、遗产管理人、继任者和经许可的受让人具有约束力，并仅使上述各方及其继承人、遗嘱执行人、遗产管理人、继任者和经许可的受让人受益；任何其他人士均不得依据本协议或基

于本协议获得或享有任何权利。除内部重组或改组之目的外，任何一方均不得转让或转移本协议项下全部或部分权益、利益或权利。本协议项下的义务不得转让。

10.15 在不影响其他各方就其遭受的所有损失和损害向投资者主张权利的前提下，若投资者在上市日当日或之前作出的任何保证发生违约，本公司、独家保荐人及独家保荐人兼整体协调人应有权解除本协议，且各方根据本协议承担的所有义务应立即终止，无论本协议中是否有任何相反规定。

10.16 各缔约方向其他缔约方承诺，其将签署并履行，并促使签署和履行为使本协议条款生效所必需的其他文件及采取相关行动。

11. 适用法律及管辖权

11.1 本协议及各方之间的关系应受香港法律管辖并依据香港法律解释。

11.2 因本协议引起或与本协议有关的任何争议、纠纷或索赔，或因本协议的违约、终止或无效而产生的任何争议、纠纷或索赔（“**争议**”），均应按照提交仲裁申请之日有效的《香港国际仲裁中心管理仲裁规则》通过仲裁解决。仲裁地为香港，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，仲裁程序的语言为英语。仲裁庭的裁决和裁定对各方具有最终约束力，可在任何有管辖权的法院登记并强制执行，且各方不可撤销且无条件地放弃向任何司法机关提出任何形式上诉、复审或寻求救济的任何及所有权利，只要此类放弃在法律上有效。尽管有上述规定，在仲裁庭组成之前，各方仍有权向有管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖范围内可获得的临时救济措施的前提下，仲裁庭应拥有充分的权限，可裁定临时救济措施，或命令当事方请求法院修改或撤销该法院颁布的任何临时或初步救济措施，并就任何一方未遵守仲裁庭就此作出的命令而裁定损害赔偿。

12. 豁免权

12.1 在任何司法管辖区的任何程序（包括仲裁程序）中，投资者就其自身或其资产、财产或收入享有或可主张任何豁免权（基于主权、王室地位或其他理由），以免受任何诉讼、起诉、程序或其他法律程序（包括仲裁程序）的约束，免受抵销或反诉，免受任何法院的管辖，免受法律文书的送达，免受任何判决、裁决、决定、命令或裁决（包括任何仲裁裁决），或免受旨在提供任何救济或执行任何判决、裁决、决定、命令或裁决（包括任何仲裁裁决）的其他诉讼、起诉或程序；或者在任何此类程序中，其自身或其资产、财产或收入可能被赋予任何此类豁免权（无论是否主张），投资者特此不可撤销且无条件地放弃，并同意不就任何此类程序主张或请求任何此类豁免。

13. 诉讼代理人

13.1 投资者不可撤销地指定广发国际资产管理有限公司位于香港湾仔骆克道 81 号广发大厦 25 楼，代表其接收在香港进行的诉讼程序中的法律文书送达。该送达一经交付予该法律文书代理人（无论是否转交并由投资者收到），即视为已完成。

13.2 如因任何原因致使诉讼代理人无法继续履行其职责，或其在香港已无地址，投资者不可撤销地同意委任一名经本公司、独家保荐人及独家保荐人兼整体协调人接纳的替代法律文件接收人，并须于该事件发生后 30 日内向本公司、独家保荐人及独家保荐人兼整体协调人提交新法律文件接收人接受该委任的书面确认。

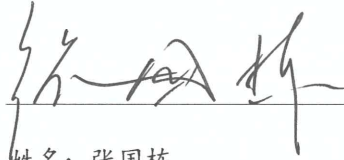
14. 副本

14.1 本协议可签署若干份副本，且由各方分别签署。每份副本均为原件，但所有副本共同构成同一份法律文件。通过电子邮件附件（PDF 格式）或传真交付已签署的本协议的副本签名页，均视为有效的交付方式。

各方已于开头所述日期由其正式授权的签字人签署本协议，特此证明。

代表：

江苏芯德半导体科技股份有限公司



姓名：张国栋

职务：执行董事



[基石投资协议签字页]

代表：

广发基金管理有限公司

李耀柱

姓名：李耀柱

职务：国际业务部总经理

为及代表

华泰金融控股（香港）有限公司

A handwritten signature in black ink, appearing to read '陈晓颖' (Chen Xiaoli), written in a cursive style.

姓名：陈晓颖

职衔：董事总经理

附件 1

投资者股份

投资者股份数量

投资者股份的数量应等于 (1) 美元 15,000,000 的港元等值金额（按招股章程所披露的港元兑美元汇率计算）（不包括投资者就投资者股份应支付的经纪佣金及征费）除以 (2) 发售价，并向下舍入至最接近的 500 H 股整手。

根据《上市规则》第 18 号应用指引第 4.2 段、《上市指南》第 4.14 章以及联交所授予的豁免（如有），倘香港公开发售出现超额认购，投资者根据本协议将认购的投资者股份数量可能会因国际发售与香港公开发售之间的股份重新分配而受到影响。倘香港公开发售的股份总需求符合本公司最终招股说明书中标题为“全球发售的结构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份的数量可能会按比例扣减，以满足香港公开发售下的公众需求。

此外，为满足以下规定或要求，独家保荐人兼整体协调人及本公司可全权酌情调整投资者股份数量的分配：(i) 《上市规则》第 8.08(3) 条，该条规定，于上市日期，公众人士持有的 H 股中，三名最大公众股东实益拥有的比例不得超过 50%；或 (ii) 《上市规则》第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的相关规定；或 (iii) 《上市规则》第 19A.13C 条项下的最低自由流通量规定；及/或 (iv) 《上市规则》第 18 项应用指引项下的要求。此外，为遵守《上市规则》附录 F1（股权证券配售指引），独家保荐人兼整体协调人及公司可全权酌情调整投资者股份的数量。

附表 2

投资者的详细资料

投资者

注册地：	广东省珠海市横琴新区环岛东路 3018 号 2608 室
公司注册证书编号：	无
商业登记号：	914400007528923126
法律实体识别码（LEI）：	无
企业地址、电话号码及联系人：	广州市海珠区琶洲大道 168 号星河湾中心 36 层，李海燕，020-89188562
主要业务：	资产管理
最终控股股东：	广发证券股份有限公司
最终控股股东的注册地：	广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东的商业登记号及 LEI 编号：	91440000126335439
最终控股股东的主要业务：	投资银行与经纪业
股东及持股情况：	54.53%

用于载入招股说明书的投资者描述：	GF Fund Management Co., Ltd. (廣發基金管理有限公司) (“GF Fund Management”) was established on August 5, 2003. As of December 31, 2025, its assets under management exceeded RMB 2 trillion. It offers a comprehensive range of product offerings, covering active equity, bonds, money market, overseas investments, passive investments, FOF, and quantitative hedging, among others, to meet the diversified investment needs of domestic and international clients. The controlling shareholder of GF Fund Management is GF
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投资者

Securities Co., Ltd. (“GF Securities”), a limited company listed on the Stock Exchange (stock code: 1776) and the Shenzhen Stock Exchange (stock code: 000776), holding a 54.53% equity interest in GF Fund Management. Apart from GF Securities, no other shareholder holds 30% or more of the equity in GF Fund Management.

GF Fund Management will subscribe for the Offer Shares as cornerstone investors in its capacity as the discretionary investment manager of certain funds under its management. To the best knowledge of GF Fund Management, each fund is an independent third party, and no ultimate beneficial owner holds 30% or more interest.

相关投资者类别（根据联交所 FINI 承销人名单模板的要求，或根据 FINI 接口关于承销的相关披露要求）： 基石投资者¹

¹ 请列明所有相关投资者类别：(i) 发行人的现任或前任雇员；(ii) 发行人的客户；(iii) 发行人的供应商；(iv) 独立定价投资者（定义见《上市规则》第18C章）；(v) 全权委托管理投资组合（定义见《上市规则》附录F）；(vi) 全权委托信托；(vii) 中国政府机构（定义见《上市规则》附录6）；(viii) 关连客户（定义见《上市规则》附录F）；(ix) 现有股东、董事或紧密联系人（定义见《上市规则》第1章）；(x) 保荐人或其紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或 (x) 非香港证监会授权的基金。

基石投资协议

2026 年 10 月 29 日

江苏芯德半导体科技股份有限公司

及

国惠（香港）控股有限公司

及

华泰金融控股（香港）有限公司

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本协议（以下简称“本协议”）订立于 2026 年 10 月 29 日

协议各方：

- (1) 江苏芯德半导体科技股份有限公司，一家于中国注册成立的股份有限公司，其注册办事处位于中国江苏省南京市浦口区浦口经济开发区林春路 8 号（以下简称“公司”）；
- (2) 国惠（香港）控股有限公司，一家在香港注册成立的公司，其注册办事处位于香港中环干诺道中 111 号永安中心 9 楼 901-905 室（以下简称“投资者”）；
- (3) 华泰金融控股（香港）有限公司，地址为香港中环皇后大道中 99 号中环中心 62 楼（以下简称“独家保荐人”及“独家保荐人兼整体协调人”）。

鉴于：

- (A) 本公司已向联交所（定义见下文）申请将其股本上市，方式为一项全球发售（“全球发售”），包括：
- (i) 本公司向香港公众发售供认购 10,656,500 H 股股份（定义见下文）（“香港公众发售”），以及
 - (ii) 本公司依据《证券法》（定义见下文）项下 S 规例，在美国境外向投资者（包括在香港向专业及机构投资者配售）有条件配售 95,906,000 股 H 股（“国际发售”）。
- (B) 华泰金融控股（香港）有限公司担任本次全球发售的独家保荐人、独家保荐人兼整体协调人，华泰金融控股（香港）有限公司、华福国际证券有限公司及第一上海证券有限公司担任本次全球发售的整体协调人（“整体协调人”）及资本市场中介机构。
- (C) 投资者拟根据本协议所载条款及条件，作为国际发售的一部分，认购投资者股份（定义见下文）。

各方协议如下：

1. 定义与解释

- 1.1 在本协议（包括其附件及序言）中，除非上下文另有要求，下列各词语及表述应具有以下含义：

“**关连方**”一词，就特定个人或实体而言，除非上下文另有要求，是指通过一个或多个中间方，直接或间接控制该个人或实体，或受该个人或实体控制，或与该个人或实体受共同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“受共同控制”等术语）指直接或间接拥有指导或促使他人指导某人的管理及政策的权力，无论该权力是通过持有具有表决权的证券、合同或其他方式获得；

“**AFRC**”指香港会计及财务报告委员会；

“**总投资金额**”指认购价格乘以投资者股份数量所得的金额；

“**批准事项**”具有第 6.2(g)条所赋予的含义；

“**联系人/紧密联系人**”具有《上市规则》中赋予该术语的含义，“**联系人/紧密联系人**”应据此解释；

“**经纪佣金**”指根据《费用规则》（定义见《上市规则》）第 7(1)段规定，按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行通常在香港向公众开放办理常规银行业务，且联交所开放进行证券交易业务的任何一天（星期六、星期日及香港公众假期除外）；

“**CCASS**”指由香港中央结算有限公司设立及运营的香港中央结算及交收系统；

“**交割**”指根据本协议的条款和条件完成投资者股份的认购；

“**CMI(s)**”指《证券及期货事务监察委员会持牌人或注册人操守准则》所定义的资本市场中介人

“**《操守准则》**”指经不时修订、补充或以其他方式修改的《证券及期货事务监察委员会持牌人或注册人操守准则》；

“**《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）；

“**《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）；

“**关连人士/核心关连人士**”应具有《上市规则》中赋予该术语的含义，“**关连人士/核心关连人士**”亦应据此解释；

“**关连关系**”应具有该术语在中国证监会备案规则中赋予的含义并按该规则进行解释；

“**《合约（第三方权利）条例》**”指经不时修订、补充或以其他方式修改的《合约（第三方权利）条例》（香港法例第 623 章）；

除非上下文另有要求，否则“**控股股东**”一词应具有《上市规则》中赋予该术语的含义，“**控股股东们**”亦应据此解释；

“**中国证监会**”指中国证券监督管理委员会，负责监督及监管中国证券市场的监管机构；

“**中国证监会备案规则**”指《境内企业境外发行证券和上市管理试行办法》及中

证监会发布的配套指引，包括其不时修订、补充或作出的其他修改；

“**处置**”就任何相关股份而言，包括直接或间接；

- (i) 要约、质押、设定担保、出售、抵押、出借、设立、转让、让与或以其他方式处置任何法律权益或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何期权或合同以购买、认购、出借或以其他方式转让或处置，或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，或购买或同意购买任何期权、合约、认股权证或出售权），或就相关股份或任何可转换为、可行使或可交换为该等相关股份的证券，或代表收取该等相关股份权利的证券，设立任何性质的第三方权利，或订立此类协议，无论直接或间接，亦无论附条件或无条件；或
- (ii) 订立任何掉期交易或其他安排，将该等相关股份或该等其他证券的所有权所产生的任何经济后果或附带权益，或其中任何权益，全部或部分转移给他人；或
- (iii) 直接或间接进行任何其他交易，且该交易具有与上述第(i)及(ii)项所述任何交易相同的经济效果；或
- (iv) 同意或约定进行，或公开宣布有意进行上述第(i)项所述的任何交易，(ii)及(iii)所述的任何交易，无论上述(i)、(ii)及(iii)所述的任何交易是通过交付相关股份或可转换为、可行使或可交换为相关股份的其他证券、以现金或其他方式结算；“处置”一词应据此解释；

“**FINI**”应具有《上市规则》中赋予该术语的含义；

“**全球发售**”具有序言(A)中赋予的含义；

“**政府机关**”指任何政府、监管或行政委员会、董事会、机构、当局或部门，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、法庭或仲裁员，无论其为国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家层级的（包括但不限于联交所、香港证监会、中国证监会）；

“**集团**”指本公司及其附属公司；

“**H 股**”指本公司股本中每股面值人民币 1.00 元的 H 股，该等股份将以港元买卖，并拟于联交所上市；

“**港元**”或“**HKS**”指香港的法定货币；

“香港”指中华人民共和国香港特别行政区；

“香港公开发售”具有序言(A)中赋予的含义；

“HKSCC”指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司。

“受赔偿方”具有第 6.5 条所赋予的含义，“受赔偿方”指其中任何一方，具体视上下文而定；

“国际发售”具有序言(A)中赋予的含义；

“国际发售通函”指本公司预计就国际发售向潜在投资者（包括投资者）发出的最终发售通函；

“投资者相关信息”具有第 6.2(i)条所赋予的含义；

“投资者股份”指投资者根据本文件所述条款及条件，在本次国际发售中拟认购的 H 股数量，该数量系根据附表 1 计算并由本公司及独家保荐人兼整体协调人确定；

“法律”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、香港证监会及中国证监会）颁布的所有法律、法规、条例、措施、规则、规章、准则、指导意见、决定、意见、通告、通函、指令、请求、命令、判决、法令或裁决；

“征费”指香港证监会交易征费 0.0027%（或上市日适用的交易征费）及联交所交易费 0.00565%（或上市日适用的交易费），以及 AFRC 交易征费 0.00015%（或上市日适用的交易征费），上述各项均按总投资金额计算；

“上市日期”指股份首次在联交所主板上市之日；

“《上市指引》”指由联交所发布的《新上市申请人指引》，包括其不时经修订、补充或以其他方式修改的内容；

“上市规则”指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决定、指引及其他规定，均指经不时修订、补充或以其他方式修改后的版本；

“**禁售期**”具有第 5.1 条所赋予的含义；

“**发售价**”指根据全球发售将股份发售或出售的每股最终港元价格（不包括经纪佣金及征费）；

“**各方**”指本协议所列明的各方，而“**一方**”指其中任何一方，具体含义视上下文而定；

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

“**初步发售通函**”指本公司预计就国际发售向潜在投资者（包括投资者）发出的初步发售通函，该通函可能不时进行修订或补充；

“**专业投资者**”具有《证券及期货条例》附表 1 第 1 部所赋予的含义；

“**招股章程**”指本公司就香港公开发售将在香港发出的最终招股章程；

“**公开文件**”指国际发售的《初步发售通函》及《国际发售通函》、本公司为香港公开发售将在香港刊发的《招股说明书》，以及本公司就全球发售可能刊发的其他文件及公告，均包括其不时修订或补充的内容；

“**Regulation S**”指《证券法》项下的 S 规例；

“**监管机构**”具有第 6.2(i)条所赋予的含义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何配股、资本化发行或其他形式的资本重组（无论此类交易是以现金或其他方式结算）而从投资者股份衍生出的本公司任何股份、其他证券或权益；

“**RMB**”或“**人民币**”指中国的法定货币；

“**《证券法》**”指经不时修订、补充或以其他方式修改的 1933 年《美国证券法》；

“**香港证监会**”指香港证券及期货事务监察委员会；

“《证券及期货条例》”指经不时修订、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）；

“股份”指本公司股本中每股面值为 RMB1.00 的普通股，该等股份将以港元交易，并拟在联交所上市；

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所赋予的含义；

“美国”及“美利坚合众国”指美利坚合众国、其领土及属地、美国任何一州以及哥伦比亚特区；

“美元”或“US\$”指美国的法定货币；及

“美国人士”具有《证券法》S 条例中赋予的含义。

1.2 在本协议中，除非上下文另有要求：

- (a) 提及“条款”、“子条款”或“附表”时，均指本协议的条款、子条款或附表；
- (b) 目录、条款及附件标题仅为方便起见而设，不影响本协议的解释或理解；
- (c) 前言及附件构成本协议不可分割的组成部分，其效力与本协议正文中明确载明的内容相同，且任何对本协议的引用均应包括前言及附件；
- (d) 单数形式应包括复数形式，反之亦然；指代某一性别的词语应包括另一性别；
- (e) 对本协议或另一文书的引用，包括对二者任何修改或替代；
- (f) 提及某项法律、法定条款、法规或规则，即包括对：
 - (i) 该法令、条款、条例或规则经任何法令或法定条款不时合并、修订、补充、修改、重新颁布或取代后的版本；
 - (ii) 对任何被废止的成文法、法定条款、条例或规则，只要该法将其重新颁布（无论是否作修改）；以及
 - (iii) 根据该法例制定的任何附属法例；
- (g) 凡提及“规例”，包括任何政府、政府间或超国家机构、机关、部门，或任何监管、自律监管或其他主管机关或组织所颁布的任何规例、规则、官方指令、意见、通知、通函、命令、要求或指引（不论是否具有法律效力）；
- (h) 除非另有指明，凡提及时间及日期者，均分别指香港时间及日期；

- (i) “人”一词包括个人、商号、公司、法人团体、非法人团体或当局、政府、国家或国家机关、合资企业、协会或合伙企业（无论是否具有独立法人资格）；
- (j) “包括”、“包含”及“包括但不限于”的表述，应分别理解为“包括但不限于”、“包含但不限于”及“包括但不限于”；以及
- (k) 凡提及任何司法管辖区（香港除外）的任何法律术语，包括任何行为、救济、方法或司法程序、法律文件、法律地位、法院、官员或任何法律概念或事项，均应视为包括该司法管辖区内最接近相关香港法律术语的表述。

2. 投资

2.1 在满足下文第 3 条所述条件（或经各方豁免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所列条件不得予以豁免，且第 3.1(f)条项下的条件仅可由本公司、独家保荐人及独家保荐人兼整体协调人予以豁免），并符合本协议的其他条款及条件：

- (a) 投资者将认购，本公司将根据国际发售条款，并作为国际发售的一部分，通过独家保荐人兼整体协调人及/或其关连方（以国际发售相关部分的国际承销商的国际代表身份），以发售价格向投资者发行、配发及配售投资者股份；独家保荐人兼整体协调人将向投资者分配及/或交付（视具体情况而定）或促使分配及/或交付（视具体情况而定）投资者股份；以及
- (b) 投资者将根据第 4.2 条的规定，就投资者股份支付总投资金额、经纪费及各项税费。

2.2 投资者可在上市日期前三(3)个营业日或更早，通过向本公司、独家保荐人和独家保荐人兼整体协调人发出书面通知，选择通过其全资子公司（该子公司须为专业投资者），且 (i) 并非且将不会成为美国人士，且并非为美国人士的账户或利益而购入投资者股份；(ii) 位于美国境外，且 (iii) 根据《证券法》S 条例通过离岸交易认购投资者股份，但须满足以下条件：

- (a) 投资者应促使该全资子公司于该日向本公司、独家保荐人及独家保荐人兼整体协调人出具书面确认，表明其同意受本协议中投资者所作出的各项协议、陈述、保证、承诺、确认及保证的约束；且投资者在本协议中作出的各项协议、陈述、保证、承诺、确认及保证，应被视为由投资者代表其自身及该全资子公司共同作出，且
- (b) 投资者 (i) 无条件且不可撤销地向公司、独家保荐人及独家保荐人兼整体协调人担保，该全资子公司将如期、妥善地履行并遵守本协议项下其所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；且 (ii) 承诺根据第 6.5 条的规定，应要求向各受赔偿方提供充分且有效的赔偿，并持续承担赔偿责任。

投资者根据本第 2.2 条承担的义务，构成直接、首要且无条件的支付义务，即应本公司、向本公司、独家保荐人或独家保荐人兼整体协调人支付该全资子公司根据本协议应承担的任何款项，并应要求立即履行该全资子公司根据本协议承担的任何义务，而无需本公司、独家保荐人或独家保荐人兼整体协调

人首先对该全资子公司或任何其他人士采取行动。除非上下文另有要求，本协议中“投资者”一词应解释为包括该全资子公司。

- 2.3** 本公司与独家保荐人兼整体协调人（代表其自身及全球发售的承销商）将按双方商定的方式确定发售价格。投资者股份的确切数量将由本公司与独家保荐人兼整体协调人根据附表 1 最终确定，该确定结果对投资者具有最终效力并具有约束力，但明显错误除外。

3. 交割条件

- 3.1** 投资者根据本协议认购投资者股份的义务，以及公司和独家保荐人兼整体协调人发行、配发、配售、分配和/或交付（视具体情况而定）或促使发行、配发、配售、分配和/或交付（视具体情况而定）根据第 2.1 条认购投资者股份的义务，仅以各方已满足或豁免下列各项条件为前提（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得被豁免，且第 3.1(f)条项下的条件仅可由本公司、独家保荐人及独家保荐人兼整体协调人豁免）在交割时或之前：

- (a) 香港公开发售及国际发售的承销协议已签署并生效，且无条件生效（根据其各自的原始条款，或经各方协议后由豁免或修改），且最迟于该等承销协议中规定的日期及时间之前生效，且上述任何一份承销协议均未被终止；
- (b) 本公司与独家保荐人兼整体协调人（代表其自身及全球发售的承销商）已就发售价格达成一致；
- (c) 联交所上市委员会已批准 H 股（包括投资者股份）的上市及交易（包括其他适用的豁免及批准），且该等批准、许可或豁免在股份于联交所开始交易前未被撤销；
- (d) 中国证监会已受理该等中国证监会备案文件并就该等中国证监会备案在其网站刊发备案结果，且该受理通知及/或已刊发的备案结果于 H 股在联交所开始买卖前未被另行驳回、撤回、撤销或失效；
- (e) 任何政府机构均未颁布或颁布任何法律，禁止完成全球发售或本协议所述的交易，且无任何有管辖权的法院颁布的命令或禁令生效，从而阻止或禁止完成此类交易；且
- (f) 投资者根据本协议作出的各项陈述、保证、确认、承诺及确认（截至本协议签署之日）及今后（截至上市日及交割日）在所有方面均准确真实完整且不存在误导和欺骗，且投资者未对本协议构成任何实质性违约。

- 3.2** 如果第 3.1 条所载的任何条件尚未能于本协议日期后 180 日届满之日（或本公司、投资者、独家保荐人及独家保荐人兼整体协调人书面约定的其他日期）之前，得到满足或被各方豁免（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)项所列条件不得予以豁免，且第 3.1(f)条项下的条件仅可由本公司、保荐人及独家保荐人兼整体协调人豁免），则投资者购买的义务，以及本公司与独家保荐人兼整体协调人发行的义务，投资者购买投资者股份的义务，以及本公司

和独家保荐人兼整体协调人发行、配售、安排、分配和/或交付（视具体情况而定）或促使发行、配售、安排、分配和/或交付（视具体情况而定）投资者股份的义务即告终止，且投资者根据本协议向任何其他方支付的任何款项，应由该其他方在不计利息的情况下在商业上可行的情况下尽快，且无论如何不迟于本协议终止之日起 30 日内退还给投资者，本协议将终止并失效，公司、独家保荐人及/或独家保荐人兼整体协调人的所有义务和责任均告终止；但根据本第 3.2 条终止本协议，不影响任何一方在终止时或之前根据本协议条款对其他各方已产生的权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者权利，以在截至本条款所述上述日期期间内，纠正投资者根据本协议分别作出的各项陈述、保证、承诺及确认的任何违约行为。

- 3.3** 投资者确认，无法保证全球发售将得以完成、不会被推迟或终止，亦无法保证发行价将处于公开文件中规定的指示性价格区间内；若因任何原因导致全球发售未能按预期日期和时间进行、未能进行或未能完成，公司、独家保荐人或独家保荐人兼整体协调人对此不承担任何责任。投资者特此放弃（如有）就全球发售因任何原因未能按预期日期及时间进行、未能进行或未能完成，或要约价格未在公开文件所载指示性范围内，而向本公司、独家保荐人及/或独家保荐人兼整体协调人或其各自附属公司、关连方、高级人员、董事、雇员、顾问、职员、联系人、合伙人、代理人及代表提出任何索赔或诉讼的权利。

4. 交割

- 4.1** 在遵守第 3 条及本第 4 条的前提下，投资者将根据国际发售条款并作为其组成部分，通过独家保荐人兼整体协调人（及/或其各自关连方）——其以国际发售相关部分的国际承销商的国际代表身份行事——按发行价认购投资者股份。据此，投资者股份将在国际发售交割之时，按照本公司与独家保荐人兼整体协调人确定的时间和方式进行认购。

如未能符合(a)《上市规则》第 8.08(3)条的规定（即于上市日期由公众人士持有的 H 股中，不得超过 50%由本公司三名最大公众股东实益拥有），(b)《上市规则》第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定；(c)《上市规则》第 19A.13C 条规定的最低自由流通量规定；(d)《上市规则》应用指引第 18 项项下的要求；则独家保荐人、独家保荐人兼整体协调人及本公司有权全权酌情调整投资者将予购买的投资者股份数目的配额，以符合《上市规则》第 8.08(3)条的规定。

- 4.2** 投资者应于上市日前两个完整营业日 下午 6:00（香港时间）前，以电汇方式将总投资金额连同相关经纪佣金及征费（以港元计）全额支付至独家保荐人兼整体协调人于上市日期前至少二(2)个净营业日书面通知投资者的港元银行账户，款项须为可立即动用的净资金，且不得扣除或抵销任何款项；该等港元银行账户应为独家保荐人兼整体协调人于上市日期前不少于两个完整营业日以书面形式通知投资者的账户，该通知应包括（除其他事项外）付款账户详情及投资者根据本协议应付的总金额。

- 4.3 在投资者股份的款项已按照第 4.2 条规定如期支付的前提下，投资者股份的交付（视具体情况而定）应通过 CCASS 进行，即直接将投资者股份存入 CCASS，并记入投资者最迟于上市日期前三(3)个营业日之前以书面形式通知独家保荐人兼整体协调人的 CCASS 投资者参与者账户或 CCASS 股票账户。
- 4.4 投资者股份的交付及付款亦可采用本公司、独家保荐人、独家保荐人兼整体协调人及投资者以书面形式另行约定的任何其他方式，但不论投资者股份交付的时间及方式如何，投资者股份的款项均须不迟于上市日期前两(2)个完整营业日下午 6:00 时（香港时间）支付。
- 4.5 如果未在本协议规定的时间和方式内收到或结清总投资金额及相关经纪费和税费（无论是全部还是部分），本公司、独家保荐人和独家保荐人兼整体协调人保留权利，根据各自的绝对酌情权，终止本协议，在此情况下，本公司、独家保荐人及独家保荐人兼整体协调人的所有义务和责任均告终止（但不影响本公司、独家保荐人及独家保荐人兼整体协调人因投资者未能履行本协议项下其义务而可能对投资者提出的任何索赔）。投资者无论如何均应承担全部责任，并应以税后为基础，就因投资者未能按照第 6.5 条全额支付总投资金额、经纪费及各项税费，而导致或与之相关的任何损失及损害，向各受赔偿方提供赔偿，使其免受损害并获得充分赔偿。
- 4.6 如果本公司、独家保荐人、独家保荐人兼整体协调人及其各自关联方因其无法控制的情况而被阻止或延迟履行其在本协议项下的义务，则其各自概不就其未能或延迟履行本协议项下的义务承担任何责任（无论共同或个别）；且本公司、独家保荐人及独家保荐人兼整体协调人各自均有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、流行病、大流行病或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、国家、国际或地区紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、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及升级、战争（无论是否宣战）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府运作中断、公共秩序混乱、政治动荡、敌对行动的爆发或升级、其他工业行动、严重交通中断、地震及其他自然灾害、电力或其他供应普遍故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何资金传输系统故障、禁运、劳资纠纷，以及任何现行或未来法律、条例、规例的变更、任何现行或未来政府行为或类似事项。

5. 对投资者的限制

- 5.1 在遵守第 5.2 条的前提下，投资者代表其自身及其全资子公司（如投资者股份将由该全资子公司持有）向公司、独家保荐人及独家保荐人兼整体协调人同意、承诺并保证：未经该公司、独家保荐人及独家保荐人兼整体协调人各自的事先书面同意，投资者不得在自上市日期（含该日）起至上市日期后九(9)个月（含该日）止的期间内（“**禁售期**”），直接或间接地：(i) 以任何方式处置任何相关股份或任何持有相关股份的公司或实体的权益，包括任何可转换为、可交换为或可行使以获得前述证券的证券，或代表有权获得前述证券

的证券；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或(iii) 直接或间接进行任何与上述交易具有相同经济效果的交易；或(iv) 同意或订约进行，或公开宣布有意进行上述(i)、(ii)及(iii)项所述的任何该等交易；及(b) 如在禁售期后的任何时间处置任何相关股份（或就处置订立协议或合约，或宣布有意处置），投资者将在拟进行处置前以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，并将确保该等处置符合所有适用法律。

在不违反上段规定的前提下，本公司、独家保荐人及独家保荐人兼整体协调人确认，于禁售期届满后，投资者可自由处置任何相关股份，惟投资者须在处置前以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，并须尽一切合理努力确保任何该等处置不会造成 H 股市场秩序混乱或虚假市场，且在其他方面符合所有适用法律以及所有有管辖权司法权区证券交易所的规例及规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司章程》及《证券及期货条例》。

5.2 第 5.1 条中的任何内容均不禁止投资者将其全部或部分相关股份转让给投资者的任何全资子公司，但前提是，在任何情况下：

- (a) 有关该等转让的事先书面通知应至少提前五(5)个营业日向本公司、独家保荐人及独家保荐人兼整体协调人发出，该通知须载明该全资子公司的身份资料（包括但不限于注册成立地点、公司注册号码及商业登记号码、其与投资者的关系以及该全资子公司的业务），并提供本公司、独家保荐人及独家保荐人兼整体协调人可能要求的、令本公司、独家保荐人及独家保荐人兼整体协调人满意的证据，以证明拟受让人为投资者的全资子公司；
- (b) 在该转让之前，该全资子公司应出具书面承诺（致本公司、独家保荐人及独家保荐人兼整体协调人，并以令其满意的条款订立），同意并由投资者承诺促使该全资子公司受本协议项下投资者义务的约束，包括本第 5 条对投资者施加的义务和限制，如同该全资子公司自身受此类义务和限制约束一般；
- (c) 该全资子公司应被视为已作出与第 6 条所载相同的确认、承诺、保证及陈述；
- (d) 就其持有的所有相关股份而言，投资者及其该全资子公司应被视为投资者，并应共同且分别承担本协议所规定的所有责任和义务；
- (e) 如果在禁售期届满前的任何时候，该全资子公司不再或即将不再是投资人的全资子公司，则该子公司应当（且投资者应当促使该子公司）立即，且无论如何须在不再作为投资者全资子公司之前，将其持有的相关股份完整且有效地转让给投资者或投资者的另一家全资子公司，该子公司应出具或由投资者促使其出具书面承诺（致函并受益于本公司、独家保荐人及独家保荐人兼整体协调人，且条款须令其满意），同意受本协议项下投资人的义务约束，包括第 5 条对投资者施加的限制，并作出与本协议项下相同的承认、确认、承诺、陈述及保证，如同该全资子公司本身受此类义务及限制约束一般，且应共同及分别承担本协议所施加的所有责任及义务；及

- (f) 该全资子公司 (i) 非美国人士； (ii) 位于且将位于美国境外；且 (iii) 依据《证券法》下的 S 条例，通过离岸交易收购相关股份。

5.3 投资者同意并承诺，除非事先获得本公司、独家保荐人及独家保荐人兼整体协调人的书面同意，否则投资者及其紧密联系人在本公司已发行股本总额中所持股份的总和，应低于本公司已发行股本总额的 10%（或《上市规则》不时就“主要股东”的定义所规定的其他百分比），且其不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人于本公司已发行股本总额中的合计持股量（直接及间接）不得导致公众人士持有的本公司证券总数（按《上市规则》所设想并由联交所诠释，包括但不限于《上市规则》第 8.08 条及第 19A.13A 条）低于《上市规则》所规定的百分比，或联交所可能批准并不时适用于本公司的其他百分比。投资者同意，若其知悉任何上述情况，应以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人。

5.4 投资者同意，投资者持有本公司股本系基于自有资金投资，并同意应本公司、独家保荐人及/或独家保荐人兼整体协调人的合理要求，向本公司、独家保荐人及独家保荐人兼整体协调人提供合理证据，以证明投资者持有本公司股本系基于自有资金投资。投资者不得，且促使其控股股东、关连方及其各自的实益拥有人不得通过簿记建档程序申请或下单认购全球发售中的股份（投资者股份除外），亦不得申请认购香港公开发售中的股份。

5.5 投资者及其关连方、董事、高级管理人员、雇员或代理人，不得与本公司、本公司的控股股东、本集团的任何其他成员或其各自的关连方、董事、高级管理人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第 4.15 章或香港监管机构发布的书面指引）不一致或违反该等规则的安排或协议（包括任何附函）。

6. 确认、陈述、承诺及保证

6.1 投资者（为其自身并代表其全资附属公司）无条件及不可撤销地向本公司、独家保荐人及独家保荐人兼整体协调人同意、声明、保证、承诺并确认：

- (a) 本公司、独家保荐人、独家保荐人兼整体协调人及其各自的关连方、董事、高级管理人员、雇员、代理人、顾问、关连方、合伙人及代表均不作任何陈述，亦不作任何保证、承诺或担保，表明全球发售将进行或完成（无论是否在特定时间内或是否最终完成），或发行价将处于公开文件中载明的指示性价格区间内，且倘若全球发售因任何原因而延迟、未能进行或未能完成，或发售价格未在公开文件所载的指示性价格区间内，则对投资者概不承担任何责任；
- (b) 本协议、投资者的背景资料，以及本协议所预期的各方之间的关系和安排，均须在环球发售的公开文件及其他营销和路演材料中予以披露；且投

资者将在公开文件、上述其他营销和路演材料及公告中被提及；具体而言，本协议将作为一项重大合同，须根据《公司（清盘及杂项条文）条例》及《上市规则》的规定，就全球发售事宜或按其他规定向香港监管机构提交备案，并予以公开展示；就此而言，投资者将向独家保荐人及独家保荐人兼整体协调人提供一切所需资料，以协助独家保荐人及独家保荐人兼整体协调人履行其于《上市规则》及《操守准则》项下的义务及责任（包括但不限于对投资者进行尽职调查）。

- (c) 根据《上市规则》或 FINI 平台的要求，须向联交所提交的有关投资者的信息将与本公司、联交所、香港证监会及其他必要监管机构共享，并纳入一份综合认购人名单，该名单将通过 FINI 平台向独家保荐人兼整体协调人披露；
- (d) 发售价格应由本公司与独家保荐人兼整体协调人（代表其自身及全球发售的其他承销商）完全且仅根据全球发售的条款和条件确定，投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及独家保荐人兼整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关投资者购买 H 股或以其他方式参与配售的资料；且投资者确认并承诺，就通过其提供或管理的掉期安排或其他金融或投资产品投资于 H 股的其他直接或间接投资者，披露并提供所有必要资料（包括但不限于身份及认购金额）；
- (f) 投资者将通过独家保荐人兼整体协调人及/或其关连方（其以国际发售国际承销商的国际代表身份行事）认购投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或关联方，亦非代表任何前述人士行事；
- (h) 投资者将按照并受限于公司的组织章程大纲及章程细则或其他组成文件或宪制性文件、适用法律及本协议的条款及条件，接纳投资者股份；
- (i) 投资者股份的数量可能会因根据《上市规则》应用指引第 18 项、《上市指南》第 4.14 章，或联交所可能不时批准并适用于公司的其他百分比，在国际发售与香港公开发售之间重新分配发售股份而受到影响。
- (j) 在不影响本协议项下其他条文的前提下，本公司及独家保荐人兼整体协调人将全权酌情变更或调整：
 - (a) 根据全球发售或其任何部分提呈发售的发售股份（包括投资者股份）数目；
 - (b) 全球发售项下发售股份在香港公开发售及国际发售之间的分配，或其任何部分的分配；及
 - (c) 经联交所批准并符合适用法律的其他发售股份数目调整或重新分配、发售价范围及最终发售价
- (k) 为满足以下规定或要求，独家保荐人兼整体协调人及公司可全权酌情调整投资者股份数量的分配：
 - (i) 《上市规则》第 8.08(3) 条，该条规定，于上市日期，公众人士持有的 H 股中，三名最大公众股东实益拥有的比例不得超过 50%；
 - (ii) 《上市规则》第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的相关规定；
 - (iii) 《上市规则》第 19A.13C 条

项下的最低自由流通量规定；及（iv）《上市规则》应用指引第 18 项项下的要求。

- (l) 在签订本协议之时或前后，或在之后但国际发售完成之前，本公司、独家保荐人及/或独家保荐人兼整体协调人已或可能，及/或拟与一名或多名其他投资者就国际发售签订了、或可能及/或拟就类似投资签订协议；
- (m) 本公司、独家保荐人、独家保荐人兼整体协调人或其各自的任何附属公司、代理人、董事、雇员或关联方，或参与全球发售的任何其他方，均不就投资者股份的收购或与投资者股份的任何交易有关的任何税务、法律、货币或其他经济或其他后果承担任何责任。
- (n) 投资者股份尚未且不会根据《证券法》或美国任何州或其他司法管辖区的证券法进行注册，且不得在美国境内或向任何美国人士、或为其账户或利益，直接或间接地进行要约、转售、质押或以其他方式转让，除非依据有效的注册声明、符合《证券法》注册要求的豁免条款，或进行不受该注册要求约束的交易；亦不得在任何其他司法管辖区进行上述行为，除非该司法管辖区的适用法律允许；
- (o) 其理解并同意，投资者股份的转让仅可（A）在美国境内根据《证券法》第 144 条规则或该规则下的其他适用豁免进行；或（B）在美国境外，通过符合《证券法》S 条例定义的“离岸交易”并依据 S 条例进行；且在任何情况下，均须遵守美国各州及任何其他司法管辖区的适用证券法律，代表投资者股份的任何股票证书均应载有实质上符合上述要求的警示语；
- (p) 其理解，本公司、独家保荐人、独家保荐人兼整体协调人或国际发售的任何国际承销商、或其各自的附属公司、关联方、董事、高级人员、雇员、代理人、顾问、联系人、合伙人及代表，均未就投资者股份的后续再发售、转售、质押或转让是否适用《证券法》第 144 条或任何其他可用豁免作出任何陈述；
- (q) 除第 5.2 条另有规定外，若任何投资者股份由某子公司持有，投资者应确保该子公司始终为投资者的全资子公司，并在该子公司于禁售期届满前继续持有任何投资者股份期间，持续遵守并履行本协议项下的条款和条件；
- (r) 其已收到（且未来可能收到）与投资者对投资者股份的投资（及持有）有关、且可能构成《证券及期货条例》所界定的重大非公开信息及/或内幕信息的信息，且其应：(i) 除向其关连方、子公司、董事、高级管理人员、雇员、顾问、代理人及代表（“**授权接收人**”）以外的任何人，且仅限于严格基于“需要知悉”原则，且仅出于评估其对投资者股份的投资之目的，或法律另有要求，直至该等信息因投资者或其任何授权接收人无过错而成为公开信息；(ii) 尽最大努力确保其授权接收人（根据本第 6.1(r)条已向其披露该等信息的）仅在严格需要知悉的基础上向其他授权接收人披露该等信息，不得向任何其他人士披露；及 (iii) 不得且将确保其授权接收人（根据本第 6.1(r)条向其披露该等信息的）不得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律（包括任何内幕交易规定）；
- (s) 本协议、招股说明书草案及初步发行通告草案中包含的信息，以及以保密方式提供给投资者和/或其代表的信息，以及可能已提供给投资者和/或其代表提供的任何其他资料（无论以书面或口头形式），均不得复制、披

露、传阅或向任何其他人士传播；且如此提供的信息及资料可能发生变更、更新、修订及补充，投资者在决定是否投资于投资者股份时不应依赖该等信息及资料。为免生疑问：

- (i) 无论是招股说明书草案、初步发行通告草案，还是可能已提供给投资者及/或其代表的任何其他材料，均不构成在任何禁止此类要约、招揽或销售的行为，均不构成对投资者及/或其代表发出购买、认购或申购任何证券的邀请、要约或招揽；且招股说明书草案、初步发售通告草案或可能已向投资者及/或其代表提供的任何其他材料（无论书面或口头）中的任何内容，均不得作为任何合同或承诺的依据；
- (ii) 不得基于初步发售通告草案、招股说明书草案或可能已向投资者及/或其代表提供的任何其他材料（无论书面或口头），提出或接受任何认购、收购或购买 H 股或其他证券的要约或邀请；以及
- (iii) 初步发售通告草案、招股说明书草案或可能已向投资者提供（无论书面或口头）或提交的任何其他材料，在本协议签订后可能会进一步修订，投资者在决定是否投资于投资者股份时不应依赖该等材料，且投资者特此同意该等修订（如有），并放弃其就该等修订（如有）享有的权利；
- (t) 本协议无论整体还是部分，均不构成在美国或任何其他此类要约属非法的司法管辖区内出售证券的要约；
- (u) 其已获得评估本次收购对投资者股份的利弊及风险所需或认为必要的信息，并有机会向公司、独家保荐人或独家保荐人兼整体协调人就公司、投资者股份或其认为评估投资者股份收购事宜的利弊及风险所必需或适宜的其他相关事项，并已向投资者或其代理人提供了投资者要求或代表投资者要求的所有与投资者股份投资相关的文件及信息；
- (v) 在作出投资决策时，投资者仅依赖且将仅依赖本公司发布的《国际招股说明书》中所载信息，而不依赖本公司、独家保荐人及/或独家保荐人兼整体协调人（包括其各自的董事、高级管理人员、员工、顾问、代理人、代表、关连方、合伙人及关连公司）于本文件日期或之前向投资者提供的任何其他信息（无论由公司、独家保荐人、独家保荐人兼整体协调人或其各自的关联方、代表或顾问编制，或以其他方式编制），且本公司、独家保荐人、独家保荐人兼整体协调人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、关连方、合伙人及关连公司均不就《国际招股说明书》中未载明的任何此类信息或材料的准确性或完整性作出任何陈述、保证或承诺，且本公司、独家保荐人、独家保荐人兼整体协调人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、关连方、合伙人及关连公司，均不因投资者及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、关连方、合伙人及关连公司使用或依赖此类信息或材料，或因《国际招股说明书》中未载明的任何其他信息，而对上述各方承担或将承担任何责任；
- (w) 独家保荐人、独家保荐人兼整体协调人、全球发售的其他承销商及其各自的董事、高级管理人员、雇员、子公司、代理人、关连方、附属公司、代

表、合伙人和顾问均未就投资者股份的优劣、其认购、购买或发售事宜，或就本公司或本集团成员的业务、运营、前景或状况（无论财务方面或其他方面），或就任何与此相关或有关的事项，向其作出任何保证、陈述或建议；且除最终国际招股说明书中规定的情况外，本公司及其董事、高级管理人员、雇员、子公司、代理人、关连方、附属公司、代表、合伙人和顾问均未就上述事项作出任何保证、陈述或建议。财务或其他方面，亦未就任何其他相关或关连事项作出任何保证、陈述或建议；除最终国际招股说明书另有规定外，本公司及其董事、高级管理人员、雇员、子公司、代理人、关连方、附属公司、代表及顾问均未就投资者股份的优劣、其认购、购买或发售事宜，或就本公司或集团成员的业务、运营、前景或状况（包括财务状况及其他方面），或就任何其他相关或关连事项向投资者作出任何保证、陈述或建议；

- (x) 投资者应遵守本协议、上市规则及任何适用法律不时对其施加的、关于其（直接或间接）处置任何相关股份的各项限制（如有），且该等股份系其目前或将来（直接或间接）为实益拥有人，或招股说明书中载明其为实益拥有人的股份；
- (y) 其已就本公司、本集团及投资者股份，以及本协议中规定的投资者股份认购条款进行了独立调查，并在其认为必要或适当的情况下，就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（包括但不限于上述方面）获取了独立专业意见，或已自行确认相关事项（包括税务、监管、财务、会计、法律、货币及其他方面，以及该等股份是否适合投资者，并已就上述事项自行作出判断；且其未依赖，亦无权依赖由本公司或独家保荐人、整体协调人，资本市场中介人或其他承销商就本次全球发售所获取或进行的任何建议、尽职调查或调查，亦不享有依赖该等建议、尽职调查或调查的权利；本公司、独家保荐人、整体协调人，资本市场中介人和其他承销商及其各自的关连方、附属公司、董事、高级管理人员、雇员、顾问、代理人或代表均不对因认购或交易投资者股份而产生的任何税务、监管、财务、会计、法律、货币或其他经济后果承担任何责任；
- (z) 其理解目前投资者股份尚无公开市场，且本公司、独家保荐人及整体协调人、资本市场中介人及其他包销商，或其各自的附属公司、关联方、董事、高级人员、雇员、代理人、顾问、联系人、合伙人及代表，并未就投资者股份未来是否会出现公开市场作出任何保证；
- (aa) H 股的任何交易均须遵守适用法律及法规，包括《证券及期货条例》、《上市规则》、《证券法》项下有关股份交易的限制，以及任何主管证券交易所的任何其他适用法律、法规或相关规则；
- (bb) 任何不符合本协议所载限制而作出的要约、出售、质押或其他转让，就相关股份而言，均不会获公司认可；
- (cc) 倘若全球发售因任何原因延迟、终止或未能完成，公司、独家保荐人、整体协调人或其各自的任何联系人、关联方、董事、高级人员、雇员、顾问、代理人或代表，均不会因此对投资者或其附属公司承担任何责任；
- (dd) 本公司及独家保荐人兼整体协调人将全权酌情决定更改或调整 (i) 全球发售项下拟发行的 H 股数量；以及 (ii) 香港公开发售及国际发售项下拟发行

的 H 股数量；

- (ee) 除本协议，投资者一方与公司、公司任何股东、独家保荐人、整体协调人及/或资本市场中介人另一方之间，并无就全球发售订立任何其他协议；及
- (ff) 投资者已同意，总投资金额及相关经纪佣金和征费应不迟于上市日期前两个完整营业日下午 6:00（香港时间）支付。

6.2 投资者代表其自身及其全资子公司进一步向公司、独家保荐人及独家保荐人兼整体协调人声明、保证并承诺：

- (a) 其已根据注册地法律正式注册成立且有效存续，且未曾有人对其提出清算或解散的申请、法院未曾就此作出命令，亦未通过任何有效的清算或解散决议，也未曾就其任何业务、财产或资产任命接管人；
- (b) 其有资格接收及使用本协议项下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿），且该等接收及使用不会违反适用于投资者的所有法律，亦不会要求投资者在其所在司法管辖区内进行任何注册或取得任何牌照；
- (c) 其拥有合法权利和权限，可拥有、使用、租赁及运营其资产，并以目前的方式开展业务；
- (d) 其拥有充分的权力、权限和能力，并已采取一切必要行动（包括从任何政府及监管机构或第三方处获得所有必要的同意、批准和授权），以签署并交付本协议、订立并执行本协议所预期的交易，以及履行其在本协议项下的义务，因此，除第 3.1 条所载条件外，其履行本协议项下义务无须取得任何政府及监管机构或第三方的任何同意、批准及授权；
- (e) 本协议已由投资者依法授权、签署并交付，构成投资者、有效且具有约束力的义务，可依据本协议条款对其强制执行；
- (f) 其已采取并将在本协议有效期内采取一切必要措施，以履行其在本协议项下的义务，并使本协议及本协议所载交易生效，同时遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律，且投资者为根据本协议认购投资者股份而须取得的各项同意、批准、授权、许可及注册（以下简称“**批准事项**”），均已取得，且均具有完全法律效力，且未被宣告无效、撤销、撤回或废止，且任何批准均未受制于任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被宣告无效、撤销、撤回或撤销，投资者并不知悉任何可能导致批准被宣告无效、撤回或作废的事实或情况。投资者进一步同意并承诺，若任何此类批准因任何原因不再具有完全效力，或被宣告无效、撤销、撤回或废止，将立即以书面形式通知公司、独家保荐人及独家保荐人兼整体协调人；
- (h) 投资者签署并交付本协议，以及履行本协议并认购或收购（视具体情况而定）投资者股份的行为，不会违反或导致投资者违反：(i) 投资者的组织章程大纲及细则或其他组织或章程文件，或 (ii) 投资者就本协议项下拟进行的交易而受其约束的任何司法管辖区的法律，或因投资者认购或收购（视具体情况而定）认购或收购投资者股份，或 (iii) 对投资者具有约束力的任

何协议或其他文书，或 (iv) 对投资者具有管辖权的任何政府机关作出的任何判决、命令或裁定；

- (i) 其已遵守并将继续遵守与认购投资者股份相关的所有司法管辖区的适用法律，包括直接或间接通过本公司、独家保荐人及/或独家保荐人兼整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或证券交易所（统称“**监管机构**”），并同意及接纳披露该等信息，在每种情况下，均应符合适用法律的要求或应任何监管机构不时提出的要求（包括但不限于 (i) 投资者及其最终实益拥有人及/或最终负责下达与认购投资者股份相关指示之人的身份信息（包括但不限于其各自名称及注册地）； (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详情、投资者股份数量、总投资金额以及本协议项下的禁售期限限制）； (iii) 任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购方及其最终实际受益人的身份信息，以及该掉期安排或其他金融或投资产品的提供方）；及/或 (iv) 投资者或其实际受益人及关连方与公司及任何股东之间的任何关连关系（统称“**投资者相关信息**”），并在任何监管机构要求的时限内提供。投资者进一步授权本公司、独家保荐人、独家保荐人兼整体协调人及其各自的关连方、董事、高级管理人员、雇员、顾问及代表，向相关监管机构披露任何投资者相关信息，并/或根据《上市规则》或适用法律的要求，或应任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露该等信息；
- (j) 投资者在财务和商业事务方面具备充分的知识和经验，以至于：(i) 其有能力评估投资投资者股份的潜在投资的优劣及风险；(ii) 其有能力承担该投资的经济风险，包括投资者股份投资的全部损失；(iii) 其已获得其认为决定是否投资投资者股份所必需或适当的所有信息；及 (iv) 其在投资处于类似发展阶段的公司证券的交易方面具有经验；
- (k) 其日常业务是买卖股份或债券，或其为专业投资者，且通过订立本协议，其就本协议项下拟进行的交易而言，并非任何独家保荐人、整体协调人、资本市场中介人或其他承销商的客户；
- (l) 其以自营投资方式，为自身账户及投资目的而认购投资者股份，且不以分销其根据本协议认购的任何投资者股份为目的，且投资者无权提名任何人担任公司的董事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，其为合格机构投资者（QIB）；或(ii) 若在美国境外认购投资者股份，其系依据《证券法》S 条例定义的“离岸交易”进行，且非美国人士；
- (n) 投资者系在符合《证券法》注册要求豁免或不受其约束的交易中认购投资者股份；
- (o) 投资者及其各自的实际受益人及/或关连方，以及投资者代其购买投资者股份的人士（如有）及/或其联系人 (i) 均为独立于本公司的第三方；(ii) 并非公司的关连人士（定义见《上市规则》）或其联系人，且不论投资者与可能订立（或已订立）本协议所述的任何其他协议，且在本协议完成后，将独立于本公司任何关连人士（定义见《香港收购及合并守则》），且不会与之一致行动；(iii) 具备履行本协议项下所有义务的财务能力；(iv) 未直接或间接接受 (a) 本公司任何核心关连人士（定义见《上市规

则》) 或 (b) 本公司、本公司或其任何子公司的任何董事、行政总裁、控股股东、主要股东或现有股东, 或其任何一方的紧密联系人(定义见《上市规则》), 且不习惯于亦未曾就本公司证券的收购、处置、投票或其他处置事宜接受任何此类人士的指示; (v) 不属于《上市规则》附录 F1 (股权证券配售指引) 第 5(2) 段所述任何类别的人士; 及 (vi) 与公司或其任何股东并无关联关系, 除非已向公司、独家保荐人及独家保荐人兼整体协调人作出书面披露。

- (p) 投资者将以其自有资金/其自行管理的资金认购投资者股份, 且其并无取得亦无意取得任何贷款或其他形式的融资, 以履行其在本协议项下的付款义务;
- (q) 其实际受益人及/或关连方均非任何独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售承销商、牵头经纪人或任何分销商的“关连客户”, 且不属于《上市规则》附录 F1 (股权证券配售指引) 所述任何类别的人士。“关连客户”、“牵头经纪商”及“分销商”等术语的含义, 应以《上市规则》附录 F1 (股权证券配售指引) 中赋予的定义为准;
- (r) 投资者的账户并非由相关交易所参与者(定义见《上市规则》) 根据全权委托管理投资组合协议进行管理。“全权委托管理投资组合”一词的含义以《上市规则》附录 F1 (股权证券配售指引) 所载定义为准;
- (s) 投资者、实际受益人或其各自的关连人士均非本公司或其关连公司的董事(包括过去 12 个月内的董事)、监事或现有股东, 亦非上述任何一方的代名持有人;
- (t) 投资者将通过 FINI 提供须提交予联交所及 HKSCC 的所需资料, 并确保投资者所提供的该等资料在所有重大方面均属真实、完整及准确; 该等资料将于必要时与公司、联交所、证监会及香港其他相关监管机构共享, 并将载入综合承配人名单, 而该名单将通过 FINI 向参与全球发售的独家保荐人兼整体协调人披露。
- (u) 除先前已以书面形式通知独家保荐人和独家保荐人兼整体协调人外, 投资者及其实际受益人(s) 均不属于: (a) 联交所 FINI 承配人名单模板所列的任何承配人类别(“基石投资者”除外), 亦非 FINI 接口或《上市规则》要求就承配人披露的任何类别; 或 (b) 根据《上市规则》(包括《上市规则》第 12.08A 条) 须在公司的配售结果公告中予以披露的任何承配人组别;
- (v) 投资者未曾且不会就股份的分销与任何“分销商”(定义见《证券法》S 条例) 订立任何合同安排, 但与关连方订立或经本公司事先书面同意的情况除外;
- (w) 投资者认购股份将符合《上市规则》附录 F1 (股权证券配售指引) 及《上市指南》第 4.15 章的规定;
- (x) 投资者及其紧密联系人在公司已发行股本总额中的合计持股(直接或间接) 不得导致公众人士(定义见《上市规则》) 持有的公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比。
- (y) 投资者、其实际受益人及/或联系人均未通过本公司任何关连人士、独家保荐人或整体协调人, 或全球发售的任何承销商提供的任何融资(直接或间接) 认购本协议项下的投资者股份; 投资者及其各关连方(如有) 均独

立于且与已参与或将参与全球发售的其他投资者及其任何关连方无关连；

(z) 投资者或其关联方、董事、高级人员、雇员或代理人或公司或集团任何成员公司及其各自的关联方、董事、高级人员、雇员及代理人之间，并无且不会订立或作出任何与《上市规则》（包括《指南》第 4.15 章）不一致的协议或安排，包括任何附函。

(aa) 除本协议另有规定外，投资者未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；

(bb) 除先前已向本公司、独家保荐人及独家保荐人兼整体协调人书面披露的情况外，投资者、其实际受益人及/或关连方未曾且不会就投资者股份订立任何掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及独家保荐人兼整体协调人声明并保证：附件 2 中关于其自身及其所属公司集团的描述，以及向监管机构和/或本公司、独家保荐人及独家保荐人兼整体协调人及其各自关连方提供的所有投资者相关信息，在所有方面均真实、完整、准确且不存在误导。在不影响第 6.1(b) 条规定的前提下，并由本公司、独家保荐人及/或独家保荐人兼整体协调人全权决定其必要性，投资者不可撤销地同意，在公开文件、营销及路演材料以及可能由公司、独家保荐人及/或独家保荐人兼整体协调人或代表其刊发的与全球发售有关的其他公告中，提述及载入其名称以及本协议描述的全部或部分内容（包括附表 2 所载描述）。投资者承诺尽快提供与其自身、其所有权（包括最终实益所有权）及/或本公司、独家保荐人及/或独家保荐人兼整体协调人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保其各自遵守适用法律及/或公司或证券注册规定，并满足包括联交所、香港证监会、中国证监会等主管监管机构的要求。投资者兹同意，在审阅将纳入不时向投资者提供的与全球发售相关的公开文件草稿及其他营销材料中、涉及其自身及其所属公司集团的描述，并作出投资者（如有）后，投资者应被视为保证：该等与其及其所属公司集团相关的描述在所有方面均属真实、准确、完整，且不存在误导性，并将就该等描述的任何变更及时以书面形式通知公司、独家保荐人及独家保荐人兼整体协调人，并向其提供意见以及该等更新资料及/或支持文件。

6.4 投资者理解，第 6.1 条和第 6.2 条中的陈述与确认系根据香港法律及美国证券法等规定所作出的。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自的子公司、代理人、关连方及顾问等各方将依赖投资者于此所载的保证、承诺、陈述及确认的真实性、完整性及准确性，并同意若其中任何保证、承诺、陈述或确认不再准确、完整或在任何方面具有误导性，将立即以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，届时公司、独家保荐人及独家保荐人兼整体协调人有权终止本协议，且无需完成本协议项下拟进行的交易。

6.5 投资者同意并承诺，投资者应按要求，在税后基础上，向公司、独家保荐人、整体协调人以及全球发售的其他承销商（各代表其自身并为其各自关连方代管），以及《证券法》定义下的任何控制人，并代表其各自的高级管理人员、董事、雇员、职员、关连方、合伙人、代理人 and 代表（统称“**受赔偿**

方”)提供充分且有效的赔偿并使其免受损害,就因认购投资者股份、投资者股份或本协议而可能遭受或确立的任何及所有损失、成本、费用、索赔、诉讼、责任、程序或损害,包括因投资者或在任何相关股份将由投资者全资附属公司持有的情况下该全资附属公司、或其高级管理人员、董事、雇员、职员、关连方、代理人、代表、合伙人或合作伙伴所为或导致的任何违反或被指控违反本协议的行为,或任何作为或不作为,或被指控的作为或不作为;并就任何受赔偿方因处理、抗辩或就任何此类索赔、诉讼或程序进行辩护而遭受或产生的任何及所有费用、开支、损失或支出承担前述赔偿责任,无论该等索赔、诉讼或程序是基于上述原因、由此产生或与此相关。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条(视具体情况而定)所作出的各项承认、确认、陈述、保证及承诺,均应被视为独立的承认、确认、陈述、保证或承诺,并应被视为在上市日予以重申。

6.7 本公司声明、保证并承诺:

- (a) 其已根据其注册地法律正式注册成立且有效存续;
- (b) 其拥有充分的权力、权限和能力,并已采取一切必要措施以订立本协议并履行其项下义务;
- (c) 在支付款项并遵守第 5.1 条规定的禁售期的前提下,投资者股份在根据第 4.3 条交付给投资者时,应为已全额缴足股款、可自由转让,且不存在任何期权、留置权、押记、抵押、质押、索赔、权益、负担及其他第三方权利,并应与当时已发行且将在证券交易所上市的 H 股享有同等地位;
- (d) 本公司及其控股股东(定义见《上市规则》)、本集团的任何成员及其各自的关连方、董事、高级管理人员、雇员及代理人,均未与任何投资者或其关连方、董事、高级管理人员、雇员或代理人订立任何与《上市规则》(包括《上市指南》第 4.15 条)不符的协议或安排(包括任何附函);及
- (e) 除本协议另有规定外,本公司或本集团任何成员,以及其各自的关连方、董事、高级管理人员、雇员或代理人,均未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认并同意,投资者将依赖《国际发售通函》所载信息,且投资者就《国际发售通函》享有与国际发售中购买 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可在下列情况予以终止:

- (a) 根据第 3.2 条、第 4.5 条或第 4.6 条;
- (b) 若投资者(或根据第 5.2 条转让投资者股份的情况下,指投资者的全资子公司)于国际发售交割之日之前严重违反本协议(包括投资者根据本协议

作出的陈述、保证、承诺及确认的重大违约)，则仅由公司或由独家保荐人和独家保荐人兼整体协调人中的任何一方（视情况而定）（尽管本协议中可能存在任何与此相反的条款）行使权利予以终止；或

(c) 经所有缔约方书面同意。

7.2 如果本协议根据第 7.1 条终止，各方均无义务继续履行本协议项下的各自义务（下文第 8.1 条规定的保密义务除外），且各方根据本协议享有的权利及承担的责任（下文第 11 条规定的权利除外）均告终止；任何一方均不得向其他任何一方提出索赔，但任何一方在终止时或之前根据本协议条款对其他各方已产生的权利或责任不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿责任在本协议终止后仍然有效。

8. 公告与保密

8.1 除本协议另有规定外，未经其他各方事先书面同意，任何一方均不得披露有关本协议、本协议所述交易或涉及公司、独家保荐人、独家保荐人兼整体协调人及投资者的任何其他安排的任何信息。尽管有上述规定，任何一方均可披露本协议：

- (a) 向联交所、香港证监会、中国证监会及 / 或本公司、独家保荐人及 / 或独家保荐人兼整体协调人受其监管的其他监管机构提交；投资者的背景及其与本公司的关系，可能载于由本公司或代表本公司发布的公开文件，以及与全球发售有关的营销、路演材料以及本公司、独家保荐人及 / 或独家保荐人兼整体协调人就本次全球发售将发布或代为发布的其他公告中予以说明；
- (b) 向各方的法律顾问、财务顾问、审计师及其他顾问，以及各方的关连方、关连公司、董事、高级管理人员及相关员工、代表和代理人披露，但仅限于“需要知悉”的范围，前提是该方应 (i) 确保上述每位法律顾问、财务顾问及其他顾问，以及各方的关连方、关连公司、董事、高级管理人员及相关员工、代表和代理人知悉并遵守本协议中规定的所有保密义务，且 (ii) 继续对该方法律、财务及其他顾问，以及关连方、关连公司、董事、高级管理人员及相关员工、代表和代理人违反此类保密义务的行为承担责任；以及
- (c) 或根据任何适用法律、对该方具有管辖权的任何政府机关或机构（包括联交所、香港证监会、中国证监会）或证券交易所规则的要求，由任何一方采取的其他措施（包括将本协议作为重大合同提交香港公司注册处登记，并根据《公司（清盘及杂项条文）条例》及《上市规则》的规定）或任何有管辖权的政府机关作出的具有约束力的判决、命令或要求。

8.2 投资者不得就本协议或任何相关事宜作出任何其他陈述或披露，但投资者事先征询公司、独家保荐人及独家保荐人兼整体协调人的意见，并就该等披露的原则、形式及内容获得其事先书面同意的情况除外。

8.3 投资者同意，就编制上文第 8.1 条所述须作出的任何公告或披露提供一切合理协助，并应提供本公司、独家保荐人或独家保荐人兼整体协调人所要求，或联交所或任何其他政府机构就投资者或其认购投资者股份以及 H 股拟议上市所要求的所有资料。

8.4 本公司应尽合理努力，在公开发行人文件发布前，将其中涉及本协议、本公司与投资者之间关系以及投资者的一般背景信息的任何陈述，提交给投资者进行审阅。投资者均应与本公司、独家保荐人、独家保荐人兼整体协调人合作，确保此类公开文件中涉及其的所有内容真实、完整、准确且无误导性，且公开文件中未遗漏其任何重要信息，并应及时向本公司、独家保荐人、独家保荐人兼整体协调人及其各自的法律顾问提供任何意见和核实文件。

8.5 投资者]承诺，就第 8.1 条所述需作出的任何披露文件的编制，及时提供合理所需的一切协助（包括提供与投资者、其所有权（包括最终实益所有权）及/或与该条款所述事项相关的其他信息和/或支持性文件，这些信息和文件可能是本公司、独家保荐人或独家保荐人兼整体协调人）所合理要求的进一步信息及/或支持性文件，以（i）在本协议日期之后更新公开文件中对投资者的描述并核实相关内容，以及（ii）使本公司、独家保荐人及/或独家保荐人兼整体协调人能够遵守适用的公司或证券注册规定及/或主管监管机构（包括但不限于联交所、香港证监会、中国证监会）的要求。

9. 通知

9.1 根据本协议送达的所有通知均应采用书面形式，以英文或中文书写，并应按照第 9.2 条规定的方式送达至以下地址：

如送达本公司，则送达至

地址：南京市浦口区浦口经济开发区林春路 8 号

电子邮件：yuedi.wei@jssisemi.com

收件人：董事会办公室

如送达投资者，请寄至：

地址：山东省济南市历下区解放东路 3-23 号历下总部商务中心 E 座 6 层

电子邮件：ghxgtzb@163.com

收件人：梁铨

如送达**独家保荐人**，请寄至：

地址：香港中环皇后大道中 99 号中环中心 62 楼

电子邮件：Project JS2025@htsc.com

如送达**独家保荐人兼整体协调人**，请寄至：

地址：香港中环皇后大道中 99 号中环中心 62 楼

电子邮件：projectjs_ecm@htsc.com

- 9.2** 根据本协议发出的任何通知，应通过当面送达、传真、电子邮件或预付邮资的邮寄方式送达。任何通知如以亲手送达方式送达，则视为在送达时已收到；如以传真方式发送，则视为在收到发送确认时已收到；如以电子邮件方式发送，则视为在发送时已收到（除非收到未送达通知）；如以预付邮资方式邮寄，则视为在投递后 48 小时（如以航空邮件寄送，则为六(6)天）已收到（除非有证据证明更早收到）。在非营业日收到的任何通知，应视为于下一(1)个营业日收到。

10. 一般条款

- 10.1** 各缔约方均确认并声明：本协议已由其正式授权、签署并交付，构成其合法、有效且具有约束力的义务，并可根据其条款对其强制执行。除公司为实施全球发售可能所需的同意、批准及授权外，该方履行本协议项下义务无需任何公司、股东或其他方面的同意、批准或授权，且各缔约方进一步确认其能够履行本协议所述义务。
- 10.2** 除明显错误外，就本协议而言，本公司及独家保荐人兼整体协调人本着善意所作的计算和确定，就投资者股份数量、发行价格以及投资者根据本协议第 4.2 条须支付的款项金额具有最终效力。
- 10.3** 投资者、公司、独家保荐人和独家保荐人兼整体协调人应就本协议之目的或与本协议有关的、已要求或可能需要向第三方发出的任何通知，或第三方所需的任何同意和/或批准，予以配合。
- 10.4** 除非以书面形式作出并由所有缔约方或其代表签署，否则对本协议的任何修改或变更均不生效。
- 10.5** 本协议仅以中文订立。
- 10.6** 除非相关各方另有书面约定，否则各方应自行承担因本协议而产生的法律及专业费用、成本及开支，但因本协议所涉任何交易而产生的印花税，应由相关转让人/卖方与相关受让人/买方平均分担。
- 10.7** 时间是本协议的实质要素，但本协议中提及的任何时间、日期或期限均可经各方书面协议予以延长。

10.8 本协议的所有条款，只要能够履行或遵守，在根据第 4 条完成交割后仍应继续完全有效，但当时已履行的事项除外，且除非经各方书面同意终止。

10.9 本协议构成各方就投资者对本公司的投资所达成的全部协议和谅解。本协议取代此前所有与本协议标的相关的承诺、保证、担保、陈述、沟通、谅解及协议，无论其为书面形式还是口头形式。

10.10 除本第 10.10 条另有规定外，非本协议当事方的人士无权根据《合约（第三方权利）条例》强制执行本协议的任何条款，但这并不影响第三方依据《合约（第三方权利）条例》以外的规定所享有或可获得的任何权利或救济：

- (a) 受赔偿方可与本协议当事方享有同等程度的权利，以执行及依赖第 6.5 条。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，无需征得第 10.10(a)款所述人员的同意。

10.11 独家保荐人和独家保荐人兼整体协调人拥有以下权力，并特此获授权，可按其认为合适的方式和条款（无论是否遵循正式程序，且无需就此授权事先通知本公司或投资者），将其所有或部分相关权利、义务、权力和酌情权授予其任何一家或多家关连方。尽管进行了上述授权，独家保荐人或独家保荐人兼整体协调人仍须对其根据本条款向其关连方授权的相关权利、义务、权力和/或酌情权所涉及的任何作为或不作为承担责任。

10.12 任何一方未行使或未执行（全部或部分）本协议或法律规定的任何权利，或延迟行使或执行该权利，均不应视为放弃或豁免该权利，亦不应以任何方式限制该方进一步行使或执行该权利或任何其他权利的能力；且对任何此类权利或救济措施的单次或部分行使，不应妨碍对其的任何其他或进一步行使，亦不应妨碍对任何其他权利或救济措施的行使。本协议规定的权利、权力和救济措施具有累积性，且不排除任何其他权利、权力和救济措施（无论是由法律规定还是其他来源）。对本协议任何条款违约行为的豁免，除非该豁免以书面形式作出并由被主张豁免的一方签署，否则不具有效力，亦不视为默示。

10.13 如果本协议的任何条款在任何司法管辖区的法律下在任何方面被认定为或成为非法、无效或不可执行，这不应影响或损害：

- (a) 本协议任何其他条款在该司法管辖区的合法性、有效性或可执行性；或
- (b) 本协议该条款或任何其他条款在任何其他司法管辖区的法律下的合法性、有效性或可执行性。

10.14 本协议对各方及其各自的继承人、遗嘱执行人、遗产管理人、继任者和经许可的受让人具有约束力，并仅使上述各方及其继承人、遗嘱执行人、遗产管

理人、继任者和经许可的受让人受益；任何其他人士均不得依据本协议或基于本协议获得或享有任何权利。除内部重组或改组之目的外，任何一方均不得转让或转移本协议项下全部或部分权益、利益或权利。本协议项下的义务不得转让。

10.15 在不影响其他各方就其遭受的所有损失和损害向投资者主张权利的前提下，若投资者在上市日当日或之前作出的任何保证发生违约，本公司、独家保荐人及独家保荐人兼整体协调人应有权解除本协议，且各方根据本协议承担的所有义务应立即终止，无论本协议中是否有任何相反规定。

10.16 各缔约方向其他缔约方承诺，其将签署并履行，并促使签署和履行为使本协议条款生效所必需的其他文件及采取相关行动。

11. 适用法律及管辖权

11.1 本协议及各方之间的关系应受香港法律管辖并依据香港法律解释。

11.2 因本协议引起或与本协议有关的任何争议、纠纷或索赔，或因本协议的违约、终止或无效而产生的任何争议、纠纷或索赔（“**争议**”），均应按照提交仲裁申请之日有效的《香港国际仲裁中心管理仲裁规则》通过仲裁解决。仲裁地为香港，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，仲裁程序的语言为英语。仲裁庭的裁决和裁定对各方具有最终约束力，可在任何有管辖权的法院登记并强制执行，且各方不可撤销且无条件地放弃向任何司法机关提出任何形式上诉、复审或寻求救济的任何及所有权利，只要此类放弃在法律上有效。尽管有上述规定，在仲裁庭组成之前，各方仍有权向有管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖范围内可获得的临时救济措施的前提下，仲裁庭应拥有充分的权限，可裁定临时救济措施，或命令当事方请求法院修改或撤销该法院颁布的任何临时或初步救济措施，并就任何一方未遵守仲裁庭就此作出的命令而裁定损害赔偿。

12. 豁免权

12.1 在任何司法管辖区的任何程序（包括仲裁程序）中，投资者就其自身或其资产、财产或收入享有或可主张任何豁免权（基于主权、王室地位或其他理由），以免受任何诉讼、起诉、程序或其他法律程序（包括仲裁程序）的约束，免受抵销或反诉，免受任何法院的管辖，免受法律文书的送达，免受任何判决、裁决、决定、命令或裁决（包括任何仲裁裁决），或免受旨在提供任何救济或执行任何判决、裁决、决定、命令或裁决（包括任何仲裁裁决）的其他诉讼、起诉或程序；或者在任何此类程序中，其自身或其资产、财产或收入可能被赋予任何此类豁免权（无论是否主张），投资者各自特此不可撤销且无条件地放弃，并同意不就任何此类程序主张或请求任何此类豁免。

13. 副本

13.1 本协议可签署若干份副本，且由各方分别签署。每份副本均为原件，但所有副本共同构成同一份法律文件。通过电子邮件附件（PDF 格式）或传真交付已签署的本协议的副本签名页，均视为有效的交付方式。

各方已于开头所述日期由其正式授权的签字人签署本协议，特此证明。

代表：

江苏芯德半导体科技股份有限公司



姓名：张国栋



职务：执行董事

[基石投资协议签字页]

代表：

国惠（香港）控股有限公司





姓名：吕海涛

职务：总经理

为及代表

华泰金融控股（香港）有限公司

A handwritten signature in black ink, appearing to be '陈晓颖' (Chen Xiaoyu), written in a cursive style.

姓名：陈晓颖

职衔：董事总经理

附件 1

投资者股份

投资者股份数量

投资者股份的数量应等于 (1) 美元 10,000,000.00 的港元等值金额（按招股章程所披露的港元兑美元汇率计算）（不包括投资者就投资者股份应支付的经纪佣金及征费）除以 (2) 发售价，并向下舍入至最接近的 500 H 股整手。

根据《上市规则》第 18 号应用指引第 4.2 段、《上市指南》第 4.14 章以及联交所授予的豁免（如有），倘香港公开发售出现超额认购，投资者根据本协议将认购的投资者股份数量可能会因国际发售与香港公开发售之间的股份重新分配而受到影响。倘香港公开发售的股份总需求符合本公司最终招股说明书中标题为“全球发售的结构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份的数量可能会按比例扣减，以满足香港公开发售下的公众需求。

此外，为满足以下规定或要求，独家保荐人兼整体协调人及本公司可全权酌情调整投资者股份数量的分配：(i) 《上市规则》第 8.08(3) 条，该条规定，于上市日期，公众人士持有的 H 股中，三名最大公众股东实益拥有的比例不得超过 50%；或 (ii) 《上市规则》第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的相关规定；或 (iii) 《上市规则》第 19A.13C 条项下的最低自由流通量规定；及/或 (iv) 《上市规则》应用指引第 18 项项下的要求。此外，为遵守《上市规则》附录 F1（股权证券配售指引），独家保荐人兼整体协调人及公司可全权酌情调整投资者股份的数量。

附表 2

投资者的详细资料

<u>投资者</u>	国惠（香港）控股有限公司
注册地：	香港
公司注册证书编号：	2733903
商业登记号：	69755234
法律实体识别码（LEI）：	8368009BM7EET9IGU898
企业地址、电话号码及联系人：	地址：香港灣仔港灣道 30 號新鴻基中心 26 樓 2624-2636 室 电话：+86 15264186387 联系人：梁銓
主要业务：	以自有资金投资
最终控股股东：	山东省人民政府国有资产监督管理委员会
最终控股股东的注册地：	中国
最终控股股东的商业登记号及 LEI 编号：	不适用
最终控股股东的主要业务：	不适用
股东及持股情况：	Guohui (HK) Holdings Co., Limited (國惠(香港)控股有限公司) (“Guohui HK”) is a company incorporated in Hong Kong with limited liability and is principally engaged in investments with a focus on new energy, new materials and new technologies sectors. Guohui HK is wholly owned by Shandong Development Investment Holding Group Co., Ltd. (山東發展投資控股集團有限公司), which is in turn
用于载入招股说明书的投资者描述：	

owned as to approximately 97.88% by the State-owned Assets Supervision and Administration Commission of Shandong Provincial People's Government.

相关投资者类别（根据联交所 FINI 承销人名单模板的要求，或根据 FINI 接口关于承销的相关披露要求）：

基石投资者¹

¹ 请列明所有相关投资者类别：(i) 发行人的现任或前任雇员；(ii) 发行人的客户；(iii) 发行人的供应商；(iv) 独立定价投资者（定义见《上市规则》第18C章）；(v) 全权委托管理投资组合（定义见《上市规则》附录F）；(vi) 全权委托信托；(vii) 中国政府机构（定义见《上市规则》附录6）；(viii) 关连客户（定义见《上市规则》附录F）；(ix) 现有股东、董事或紧密联系人（定义见《上市规则》第1章）；(x) 保荐人或其紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或 (x) 非香港证监会授权的基金。

基石投资协议

2026 年 10 月 29 日

江苏芯德半导体科技股份有限公司

及

MAXWELL TECHNOLOGY PTE. LTD.

及

华泰金融控股（香港）有限公司

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本协议（以下简称“本协议”）订立于 2026 年 10 月 29 日

协议各方：

- (1) **江苏芯德半导体科技股份有限公司**，一家于中国注册成立的股份有限公司，其注册办事处位于中国江苏省南京市浦口区浦口经济开发区林春路 8 号（以下简称“公司”）；
- (2) **MAXWELL TECHNOLOGY PTE. LTD.**，一家在新加坡注册成立的公
司，其注册办事处位于 300 BEACH ROAD, #35-05, THE CONCOURSE,
SINGAPORE 199555（以下简称“投资者”）；
- (3) **华泰金融控股（香港）有限公司**，地址为香港中环皇后大道中 99 号中环中心 62 楼（以下简称“独家保荐人”及“独家保荐人兼整体协调人”）。

鉴于：

- (A) 本公司已向联交所（定义见下文）申请将其股本上市，方式为一项全球发售（“全球发售”），包括：
- (i) 本公司向香港公众发售供认购 10,656,500 H 股股份（定义见下文）（“香港公众发售”），以及
 - (ii) 本公司依据《证券法》（定义见下文）项下 S 规例，在美国境外向投资者（包括在香港向专业及机构投资者配售）有条件配售 95,906,000 股 H 股（“国际发售”）。
- (B) 华泰金融控股（香港）有限公司担任本次全球发售的独家保荐人、独家保荐人兼整体协调人，华泰金融控股（香港）有限公司、华福国际证券有限公司及第一上海证券有限公司担任本次全球发售的整体协调人（“整体协调人”）及资本市场中介机构。
- (C) 投资者拟根据本协议所载条款及条件，作为国际发售的一部分，认购投资者股份（定义见下文）。

各方协议如下：

1. 定义与解释

- 1.1 在本协议（包括其附件及序言）中，除非上下文另有要求，下列各词语及表述应具有以下含义：

“**联属人士**”一词，就特定个人或实体而言，除非上下文另有要求，是指通过一个或多个中间方，直接或间接控制该个人或实体，或受该个人或实体控制，或与该个人或实体受共同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“受共同控制”等术语）指直接或间接拥有指导或促使他人指导某人的管理及政策的权力，无论该权力是通过持有具有表决权的证券、合同或其他方式获得；

“**AFRC**”指香港会计及财务报告委员会；

“**总投资金额**”指认购价格乘以投资者股份数量所得的金额；

“**批准事项**”具有第 6.2(g)条所赋予的含义；

“**联系人/紧密联系人**”具有《上市规则》中赋予该术语的含义，“**联系人/紧密联系人**”应据此解释；

“**经纪佣金**”指根据《费用规则》（定义见《上市规则》）第 7(1)段规定，按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行通常在香港向公众开放办理常规银行业务，且联交所开放进行证券交易业务的任何一天（星期六、星期日及香港公众假期除外）；

“**CCASS**”指由香港中央结算有限公司设立及运营的香港中央结算及交收系统；

“**交割**”指根据本协议的条款和条件完成投资者股份的认购；

“**CMI(s)**”或“**资本市场中介人**”指《证券及期货事务监察委员会持牌人或注册人操守准则》所定义的资本市场中介人；

“**《操守准则》**”指经不时修订、补充或以其他方式修改的《证券及期货事务监察委员会持牌人或注册人操守准则》；

“**《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）；

“**《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）；

“**关连人士/核心关连人士**”应具有《上市规则》中赋予该术语的含义，“**关连人士/核心关连人士**”亦应据此解释；

“**关连关系**”应具有该术语在中国证监会备案规则中赋予的含义并按该规则进行解释；

“**《合约（第三方权利）条例》**”指经不时修订、补充或以其他方式修改的《合约（第三方权利）条例》（香港法例第 623 章）；

除非上下文另有要求，否则“**控股股东**”一词应具有《上市规则》中赋予该术语的含义，“**控股股东们**”亦应据此解释；

“**中国证监会**”指中国证券监督管理委员会，负责监督及监管中国证券市场的监管机构；

“**中国证监会备案规则**”指《境内企业境外发行证券和上市管理试行办法》及中

证监会发布的配套指引，包括其不时修订、补充或作出的其他修改；

“**处置**”就任何相关股份而言，包括直接或间接；

- (i) 要约、质押、设定担保、出售、抵押、出借、设立、转让、让与或以其他方式处置任何法律权益或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何期权或合同以购买、认购、出借或以其他方式转让或处置，或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，或购买或同意购买任何期权、合约、认股权证或出售权），或就相关股份或任何可转换为、可行使或可交换为该等相关股份的证券，或代表收取该等相关股份权利的证券，设立任何性质的第三方权利，或订立此类协议，无论直接或间接，亦无论附条件或无条件；或
- (ii) 订立任何掉期交易或其他安排，将该等相关股份或该等其他证券的所有权所产生的任何经济后果或附带权益，或其中任何权益，全部或部分转移给他人；或
- (iii) 直接或间接进行任何其他交易，且该交易具有与上述第(i)及(ii)项所述任何交易相同的经济效果；或
- (iv) 同意或约定进行，或公开宣布有意进行上述第(i)项所述的任何交易，(ii) 及 (iii) 所述的任何交易，无论上述 (i)、(ii) 及 (iii) 所述的任何交易是通过交付相关股份或可转换为、可行使或可交换为相关股份的其他证券、以现金或其他方式结算；“处置”一词应据此解释；

“**FINI**”应具有《上市规则》中赋予该术语的含义；

“**全球发售**”具有序言 (A) 中赋予的含义；

“**政府机关**”指任何政府、监管或行政委员会、董事会、机构、当局或部门，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、法庭或仲裁员，无论其为国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家层级的（包括但不限于联交所、香港证监会、中国证监会）；

“**集团**”指本公司及其附属公司；

“**H 股**”指本公司股本中每股面值人民币 1.00 元的 H 股，该等股份将以港元买卖，并拟于联交所上市；

“**港元**”或“**HKS**”指香港的法定货币；

“香港”指中华人民共和国香港特别行政区；

“香港公开发售”具有序言(A)中赋予的含义；

“HKSCC”指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司。

“受赔偿方”具有第 6.5 条所赋予的含义，“受赔偿方”指其中任何一方，具体视上下文而定；

“国际发售”具有序言(A)中赋予的含义；

“国际发售通函”指本公司预计就国际发售向潜在投资者（包括投资者）发出的最终发售通函；

“投资者相关信息”具有第 6.2(i)条所赋予的含义；

“投资者股份”指投资者根据本文件所述条款及条件，在本次国际发售中拟认购的 H 股数量，该数量系根据附表 1 计算并由本公司及独家保荐人兼整体协调人确定；

“法律”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、香港证监会及中国证监会）颁布的所有法律、法规、条例、措施、规则、规章、准则、指导意见、决定、意见、通告、通函、指令、请求、命令、判决、法令或裁决；

“征费”指香港证监会交易征费 0.0027%（或上市日适用的交易征费）及联交所交易费 0.00565%（或上市日适用的交易费），以及 AFRC 交易征费 0.00015%（或上市日适用的交易征费），上述各项均按总投资金额计算；

“上市日期”指 H 股首次在联交所主板上市之日；

“《上市指引》”指由联交所发布的《新上市申请人指引》，包括其不时经修订、补充或以其他方式修改的内容；

“上市规则”指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决定、指引及其他规定，均指经不时修订、补充或以其他方式修改后的版本；

“**禁售期**”具有第 5.1 条所赋予的含义；

“**发售价**”指根据全球发售将 H 股发售或出售的每股最终港元价格（不包括经纪佣金及征费）；

“**各方**”指本协议所列明的各方，而“**一方**”指其中任何一方，具体含义视上下文而定；

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

“**初步发售通函**”指本公司预计就国际发售向潜在投资者（包括投资者）发出的初步发售通函，该通函可能不时进行修订或补充；

“**专业投资者**”具有《证券及期货条例》附表 1 第 1 部所赋予的含义；

“**招股章程**”指本公司就香港公开发售将在香港发出的最终招股章程；

“**公开文件**”指国际发售的《初步发售通函》及《国际发售通函》、本公司为香港公开发售将在香港刊发的《招股说明书》，以及本公司就全球发售可能刊发的其他文件及公告，均包括其不时修订或补充的内容；

“**S 规例**”或“**S 条例**”指《证券法》项下的 S 规例；

“**监管机构**”具有第 6.2(i)条所赋予的含义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何配股、资本化发行或其他形式的资本重组（无论此类交易是以现金或其他方式结算）而从投资者股份衍生出的本公司任何股份、其他证券或权益；

“**RMB**”或“**人民币**”指中国的法定货币；

“**《证券法》**”指经不时修订、补充或以其他方式修改的 1933 年《美国证券法》；

“**香港证监会**”指香港证券及期货事务监察委员会；

“《证券及期货条例》”指经不时修订、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）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所赋予的含义；

“美国”及“美利坚合众国”指美利坚合众国、其领土及属地、美国任何一州以及哥伦比亚特区；

“美元”或“US\$”指美国的法定货币；及

“美国人士”具有《证券法》S 条例中赋予的含义。

1.2 在本协议中，除非上下文另有要求：

- (a) 提及“条款”、“子条款”或“附表”时，均指本协议的条款、子条款或附表；
- (b) 目录、条款及附件标题仅为方便起见而设，不影响本协议的解释或理解；
- (c) 前言及附件构成本协议不可分割的组成部分，其效力与本协议正文中明确载明的内容相同，且任何对本协议的引用均应包括前言及附件；
- (d) 单数形式应包括复数形式，反之亦然；指代某一性别的词语应包括另一性别；
- (e) 对本协议或另一文书的引用，包括对二者任何修改或替代；
- (f) 提及某项法律、法定条款、法规或规则，即包括对：
 - (i) 该法令、条款、条例或规则经任何法令或法定条款不时合并、修订、补充、修改、重新颁布或取代后的版本；
 - (ii) 对任何被废止的成文法、法定条款、条例或规则，只要该法将其重新颁布（无论是否作修改）；以及
 - (iii) 根据该法例制定的任何附属法例；
- (g) 凡提及“规例”，包括任何政府、政府间或超国家机构、机关、部门，或任何监管、自律监管或其他主管机关或组织所颁布的任何规例、规则、官方指令、意见、通知、通函、命令、要求或指引（不论是否具有法律效力）；
- (h) 除非另有指明，凡提及时间及日期者，均分别指香港时间及日期；
- (i) “人”一词包括个人、商号、公司、法人团体、非法人团体或当局、政府、国家或国家机关、合资企业、协会或合伙企业（无论是否具有独立法人资格）；

- (j) “包括”、“包含”及“包括但不限于”的表述，应分别理解为“包括但不限于”、“包含但不限于”及“包括但不限于”；以及
- (k) 凡提及任何司法管辖区（香港除外）的任何法律术语，包括任何行为、救济、方法或司法程序、法律文件、法律地位、法院、官员或任何法律概念或事项，均应视为包括该司法管辖区内最接近相关香港法律术语的表述。

2. 投资

2.1 在满足下文第 3 条所述条件（或经各方豁免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所列条件不得予以豁免，且第 3.1(f)条项下的条件仅可由本公司、独家保荐人及独家保荐人兼整体协调人予以豁免），并符合本协议的其他条款及条件：

- (a) 投资者将认购，本公司将根据国际发售条款，并作为国际发售的一部分，通过独家保荐人兼整体协调人及/或其联属人士（以国际发售相关部分的国际承销商的国际代表身份），以发售价格向投资者发行、配发及配售投资者股份；独家保荐人兼整体协调人将向投资者分配及/或交付（视具体情况而定）或促使分配及/或交付（视具体情况而定）投资者股份；以及
- (b) 投资者将根据第 4.2 条的规定，就投资者股份支付总投资金额、经纪费及各项税费。

2.2 投资者可在上市日期前三(3)个营业日或更早，通过向本公司、独家保荐人和独家保荐人兼整体协调人发出书面通知，选择通过其全资子公司（该子公司须为专业投资者），且 (i) 并非且将不会成为美国人士，且并非为美国人士的账户或利益而购入投资者股份；(ii) 位于美国境外，且 (iii) 根据《证券法》S 条例通过离岸交易认购投资者股份，但须满足以下条件：

- (a) 投资者应促使该全资子公司于该日向本公司、独家保荐人及独家保荐人兼整体协调人出具书面确认，表明其同意受本协议中投资者所作出的各项协议、陈述、保证、承诺、确认及保证的约束；且投资者在本协议中作出的各项协议、陈述、保证、承诺、确认及保证，应被视为由投资者代表其自身及该全资子公司共同作出，且
- (b) 投资者(i) 无条件且不可撤销地向公司、独家保荐人及独家保荐人兼整体协调人担保，该全资子公司将如期、妥善地履行并遵守本协议项下其所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；且 (ii) 承诺根据第 6.5 条的规定，共同及分别应要求向各受赔偿方提供充分且有效的赔偿，并持续承担赔偿责任。

投资者根据本第 2.2 条承担的义务，构成直接、首要且无条件的支付义务，即应本公司、向本公司、独家保荐人或独家保荐人兼整体协调人支付该全资子公司根据本协议应承担的任何款项，并应要求立即履行该全资子公司根据本协议承担的任何义务，而无需本公司、独家保荐人或独家保荐人兼整体协调人首先对该全资子公司或任何其他人士采取行动。除非上下文另有要求，本协议中“投资者”一词应解释为包括该全资子公司。

- 2.3** 本公司与独家保荐人兼整体协调人（代表其自身及全球发售的承销商）将按双方商定的方式确定发售价格。投资者股份的确切数量将由本公司与独家保荐人兼整体协调人根据附表 1 最终确定，该确定结果对投资者具有最终效力并具有约束力，但明显错误除外。

3. 交割条件

- 3.1** 投资者根据本协议认购投资者股份的义务，以及公司和独家保荐人兼整体协调人发行、配发、配售、分配和/或交付（视具体情况而定）或促使发行、配发、配售、分配和/或交付（视具体情况而定）根据第 2.1 条认购投资者股份的义务，仅以各方已满足或豁免下列各项条件为前提（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得被豁免，且第 3.1(f)条项下的条件仅可由本公司、独家保荐人及独家保荐人兼整体协调人豁免）在交割时或之前：

- (a) 香港公开发售及国际发售的承销协议已签署并生效，且无条件生效（根据其各自的原始条款，或经各方协议后由豁免或修改），且最迟于该等承销协议中规定的日期及时间之前生效，且上述任何一份承销协议均未被终止；
- (b) 本公司与独家保荐人兼整体协调人（代表其自身及全球发售的承销商）已就发售价格达成一致；
- (c) 联交所上市委员会已批准 H 股（包括投资者股份）的上市及交易（包括其他适用的豁免及批准），且该等批准、许可或豁免在股份于联交所开始交易前未被撤销；
- (d) 中国证监会已受理该等中国证监会备案文件并就该等中国证监会备案在其网站刊发备案结果，且该受理通知及/或已刊发的备案结果于 H 股在联交所开始买卖前未被另行驳回、撤回、撤销或失效；
- (e) 任何政府机构均未颁布或颁布任何法律，禁止完成全球发售或本协议所述的交易，且无任何有管辖权的法院颁布的命令或禁令生效，从而阻止或禁止完成此类交易；且
- (f) 投资者根据本协议作出的各项陈述、保证、确认、承诺及确认（截至本协议签署之日）及今后（截至上市日及交割日）在所有方面均准确真实完整且不存在误导和欺骗，且投资者未对本协议构成任何实质性违约。

- 3.2** 如果第 3.1 条所载的任何条件尚未能于本协议日期后 180 日届满之日（或本公司、投资者、独家保荐人及独家保荐人兼整体协调人书面约定的其他日期）之前，得到满足或被各方豁免（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)项所列条件不得予以豁免，且第 3.1(f)条项下的条件仅可由本公司、保荐人及独家保荐人兼整体协调人豁免），则投资者购买的义务，以及本公司与独家保荐人兼整体协调人发行的义务，投资者购买投资者股份的义务，以及本公司和独家保荐人兼整体协调人发行、配售、安排、分配和/或交付（视具体情况而定）或促使发行、配售、安排、分配和/或交付（视具体情况而定）投资者股份的义务即告终止，且投资者根据本协议向任何其他方支付的任何款项，

应由该其他方在不计利息的情况下在商业上可行的情况下尽快，且无论如何不迟于本协议终止之日起 30 日内退还给投资者，本协议将终止并失效，公司、独家保荐人及/或独家保荐人兼整体协调人的所有义务和责任均告终止；但根据本第 3.2 条终止本协议，不影响任何一方在终止时或之前根据本协议条款对其他各方已产生的权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者权利，以在截至本条款所述上述日期期间内，纠正投资者根据本协议分别作出的各项陈述、保证、承诺及确认的任何违约行为。

- 3.3** 投资者确认，无法保证全球发售将得以完成、不会被推迟或终止，亦无法保证发行价将处于公开文件中规定的指示性价格区间内；若因任何原因导致全球发售未能按预期日期和时间进行、未能进行或未能完成，公司、独家保荐人或独家保荐人兼整体协调人对此不承担任何责任。投资者特此放弃（如有）就全球发售因任何原因未能按预期日期及时间进行、未能进行或未能完成，或要约价格未在公开文件所载指示性范围内，而向本公司、独家保荐人及/或独家保荐人兼整体协调人或其各自附属公司、联属人士、高级人员、董事、雇员、顾问、职员、联系人、合伙人、代理人及代表提出任何索赔或诉讼的权利。

4. 交割

- 4.1** 在遵守第 3 条及本第 4 条的前提下，投资者将根据国际发售条款并作为其组成部分，通过独家保荐人兼整体协调人（及/或其各自联属人士）——其以国际发售相关部分的国际承销商的国际代表身份行事——按发行价认购投资者股份。据此，投资者股份将在国际发售交割之时，按照本公司与独家保荐人兼整体协调人确定的时间和方式进行认购。

如未能符合(a)《上市规则》第 8.08(3)条的规定（即于上市日期由公众人士持有的 H 股中，不得超过 50%由本公司三名最大公众股东实益拥有），(b)《上市规则》第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定；(c)《上市规则》第 19A.13C 条规定的最低自由流通量规定；(d)《上市规则》应用指引第 18 项项下的要求；则独家保荐人、独家保荐人兼整体协调人及本公司有权全权酌情调整投资者将予购买的投资者股份数目的配额，以符合《上市规则》的相关规定。

- 4.2** 投资者应不迟于上市日期前不少于两 (2) 个完整营业日下午 6 时（香港时间），以电汇方式将总投资金额连同相关经纪佣金及征费（以港元计）全额支付至独家保荐人兼整体协调人于上市日期前至少二(2)个净营业日书面通知投资者的港元银行账户，款项须为可立即动用的净资金，且不得扣除或抵销任何款项；该等港元银行账户应为独家保荐人兼整体协调人于上市日期前不少于两个完整营业日以书面形式通知投资者的账户，该通知应包括（除其他事项外）付款账户详情及投资者根据本协议应付的总金额。

- 4.3** 在投资者股份的款项已按照第 4.2 条规定如期支付的前提下，投资者股份的交付（视具体情况而定）应通过 CCASS 进行，即直接将投资者股份存入

CCASS，并记入投资者最迟于上市日期前三(3)个营业日之前以书面形式通知独家保荐人兼整体协调人的 CCASS 投资者参与者账户或 CCASS 股票账户。

- 4.4** 投资者股份的交付及付款亦可采用本公司、独家保荐人、独家保荐人兼整体协调人及投资者以书面形式另行约定的任何其他方式，但不论投资者股份交付的时间及方式如何，投资者股份的款项均须不迟于上市日期前两(2)个完整营业日下午 6:00 时（香港时间）支付。
- 4.5** 如果未在本协议规定的时间和方式内收到或结清总投资金额及相关经纪费和税费（无论是全部还是部分），本公司、独家保荐人和独家保荐人兼整体协调人保留权利，根据各自的绝对酌情权，终止本协议，在此情况下，本公司、独家保荐人及独家保荐人兼整体协调人的所有义务和责任均告终止（但不影响本公司、独家保荐人及独家保荐人兼整体协调人因投资者未能履行本协议项下其各自义务而可能对投资者提出的任何索赔）。投资者无论如何均应承担全部责任，并应以税后为基础，就因投资者未能按照第 6.5 条全额支付总投资金额、经纪费及各项税费，而导致或与之相关的任何损失及损害，向各受赔偿方提供赔偿，使其免受损害并获得充分赔偿。
- 4.6** 如果本公司、独家保荐人、独家保荐人兼整体协调人及其各自联属人士因其无法控制的情况而被阻止或延迟履行其在本协议项下的义务，则其各自概不就其未能或延迟履行本协议项下的义务承担任何责任（无论共同或个别）；且本公司、独家保荐人及独家保荐人兼整体协调人各自均有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、流行病、大流行病或疾病爆发（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、国家、国际或地区紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、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及升级、战争（无论是否宣战）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府运作中断、公共秩序混乱、政治动荡、敌对行动的爆发或升级、其他工业行动、严重交通中断、地震及其他自然灾害、电力或其他供应普遍故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何资金传输系统故障、禁运、劳资纠纷，以及任何现行或未来法律、条例、规例的变更、任何现行或未来政府行为或类似事项。

5. 对投资者的限制

- 5.1** 在遵守第 5.2 条的前提下，投资者代表其自身及其全资子公司（如投资者股份将由该全资子公司持有）向公司、独家保荐人及独家保荐人兼整体协调人同意、承诺并保证：未经该公司、独家保荐人及独家保荐人兼整体协调人各自的事先书面同意，投资者不得在自上市日期（含该日）起至上市日期后九(9)个月（含该日）止的期间内（“**禁售期**”），直接或间接地：(i) 以任何方式处置任何相关股份或任何持有相关股份的公司或实体的权益，包括任何可转换为、可交换为或可行使以获得前述证券的证券，或代表有权获得前述证券的证券；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上

述交易具有相同经济效果的交易；或(iv) 同意或订约进行，或公开宣布有意进行上述(i)、(ii)及(iii)项所述的任何该等交易；及(b) 如在禁售期后的任何时间处置任何相关股份（或就处置订立协议或合约，或宣布有意处置），投资者将在拟进行处置前以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，并将确保该等处置符合所有适用法律。

在不违反上段规定的前提下，本公司、独家保荐人及独家保荐人兼整体协调人确认，于禁售期届满后，投资者可自由处置任何相关股份，惟投资者须在处置前以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，并须尽一切合理努力确保任何该等处置不会造成 H 股市场秩序混乱或虚假市场，且在其他方面符合所有适用法律以及所有有管辖权司法权区证券交易所的规例及规则，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》及《证券及期货条例》。

5.2 第 5.1 条中的任何内容均不禁止投资者将其全部或部分相关股份转让给投资者的任何全资子公司，但前提是，在任何情况下：

- (a) 有关该等转让的事先书面通知应至少提前五(5)个营业日向本公司、独家保荐人及独家保荐人兼整体协调人发出，该通知须载明该全资子公司的身份资料（包括但不限于注册成立地点、公司注册号码及商业登记号码、其与投资者的关系以及该全资子公司的业务），并提供本公司、独家保荐人及独家保荐人兼整体协调人可能要求的、令本公司、独家保荐人及独家保荐人兼整体协调人满意的证据，以证明拟受让人为投资者的全资子公司；
- (b) 在该转让之前，该全资子公司应出具书面承诺（致本公司、独家保荐人及独家保荐人兼整体协调人，并以令其满意的条款订立），同意并由投资者承诺促使该全资子公司受本协议项下投资者义务的约束，包括本第 5 条对投资者施加的义务和限制，如同该全资子公司自身受此类义务和限制约束一般；
- (c) 该全资子公司应被视为已作出与第 6 条所载相同的确认、承诺、保证及陈述；
- (d) 就其持有的所有相关股份而言，投资者及其该全资子公司应被视为投资者，并应共同且分别承担本协议所规定的所有责任和义务；
- (e) 如果在禁售期届满前的任何时候，该全资子公司不再或即将不再是投资人的全资子公司，则该子公司应当（且投资者应当促使该子公司）立即，且无论如何须在不再作为投资者全资子公司之前，将其持有的相关股份完整且有效地转让给投资者或投资者的另一家全资子公司，该子公司应出具或由投资者促使其出具书面承诺（致函并受益于本公司、独家保荐人及独家保荐人兼整体协调人，且条款须令其满意），同意受本协议项下投资人的义务约束，包括第 5 条对投资者施加的限制，并作出与本协议项下相同的承认、确认、承诺、陈述及保证，如同该全资子公司本身受此类义务及限制约束一般，且应共同及分别承担本协议所施加的所有责任及义务；及
- (f) 该全资子公司 (i) 非美国人士；(ii) 位于且将位于美国境外；且 (iii) 依据《证券法》下的 S 条例，通过离岸交易收购相关股份。

5.3 投资者同意并承诺，除非事先获得本公司、独家保荐人及独家保荐人兼整体协调人的书面同意，否则投资者及其紧密联系人在本公司已发行股本总额中所持股份的总和，应低于本公司已发行股本总额的 10%（或《上市规则》不时就“主要股东”的定义所规定的其他百分比），且其不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人于本公司已发行股本总额中的合计持股量（直接及间接）不得导致公众人士持有的本公司证券总数（按《上市规则》所设想并由联交所诠释，包括但不限于《上市规则》第 8.08 条及第 19A.13A 条）低于《上市规则》所规定的百分比，或联交所可能批准并不时适用于本公司的其他百分比。投资者均同意，若其知悉任何上述情况，应以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人。

5.4 投资者同意，投资者持有本公司股本系基于自有资金投资，并同意应本公司、独家保荐人及/或独家保荐人兼整体协调人的合理要求，向本公司、独家保荐人及独家保荐人兼整体协调人提供合理证据，以证明投资者持有本公司股本系基于自有资金投资。投资者不得，且促使其控股股东、联系人及其各自的实益拥有人不得通过簿记建档程序申请或下单认购全球发售中的股份（投资者股份除外），亦不得申请认购香港公开发售中的股份。

5.5 投资者及其的联属人士、董事、高级管理人员、雇员或代理人，不得与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士、董事、高级管理人员、雇员或代理人订立任何与《上市规则》（包括《上市指引》第 4.15 章或香港监管机构发布的书面指引）不一致或违反该等规则的安排或协议（包括任何附函）。

6. 确认、陈述、承诺及保证

6.1 投资者（为其自身并代表其全资附属公司）无条件及不可撤销地向本公司、独家保荐人及独家保荐人兼整体协调人同意、声明、保证、承诺并确认：

- (a) 本公司、独家保荐人、独家保荐人兼整体协调人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表均不作任何陈述，亦不作任何保证、承诺或担保，表明全球发售将进行或完成（无论是否在特定时间内或是否最终完成），或发行价将处于公开文件中载明的指示性价格区间内，且倘若全球发售因任何原因而延迟、未能进行或未能完成，或发售价格未在公开文件所载的指示性价格区间内，则对投资者概不承担任何责任；
- (b) 本协议、投资者的背景资料，以及本协议所预期的各方之间的关系和安排，均须在全球发售的公开文件及其他营销和路演材料中予以披露；且投资者将在公开文件、上述其他营销和路演材料及公告中被提及；具体而言，本协议将作为一项重大合同，须根据《公司（清盘及杂项条文）条

例》及《上市规则》的规定，就全球发售事宜或按其他规定向香港监管机构提交备案，并予以公开展示；就此而言，投资者将向独家保荐人及独家保荐人兼整体协调人提供一切所需资料，以协助独家保荐人及独家保荐人兼整体协调人履行其于《上市规则》及《操守准则》项下的义务及责任（包括但不限于对投资者进行尽职调查）；

- (c) 根据《上市规则》或 FINI 平台的要求，须向联交所提交的有关投资者的信息将与本公司、联交所、香港证监会及其他必要监管机构共享，并纳入一份综合认购人名单，该名单将通过 FINI 平台向独家保荐人兼整体协调人披露；
- (d) 发售价格应由本公司与独家保荐人兼整体协调人（代表其自身及全球发售的其他承销商）完全且仅根据全球发售的条款和条件确定，投资者无权对此提出任何异议；
- (e) 投资者确认并同意，本公司、独家保荐人及独家保荐人兼整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关投资者购买 H 股或以其他方式参与配售的资料；且投资者确认并承诺，就通过其提供或管理的掉期安排或其他金融或投资产品投资于 H 股的其他直接或间接投资者，披露并提供所有必要资料（包括但不限于身份及认购金额）；
- (f) 投资者将通过独家保荐人兼整体协调人及/或其联属人士（其以国际发售国际承销商的国际代表身份行事）认购投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或联属人士，亦非代表任何前述人士行事；
- (h) 投资者将按照并受限于公司的组织章程大纲及章程细则或其他组成文件或宪制性文件、适用法律及本协议的条款及条件，接纳投资者股份；
- (i) 投资者股份的数量可能会因根据《上市规则》应用指引第 18 项、《上市指南》第 4.14 章，或联交所可能不时批准并适用于公司的其他百分比，在国际发售与香港公开发售之间重新分配发售股份而受到影响；
- (j) 在不影响本协议项下其他条文的前提下，本公司及独家保荐人兼整体协调人将全权酌情变更或调整：
 - (a) 根据全球发售或其任何部分提呈发售的发售股份（包括投资者股份）数目；
 - (b) 全球发售项下发售股份在香港公开发售及国际发售之间的分配，或其任何部分的分配；及
 - (c) 经联交所批准并符合适用法律的其他发售股份数目调整或重新分配、发售价范围及最终发售价；
- (k) 为满足以下规定或要求，独家保荐人兼整体协调人及公司可全权酌情调整投资者股份数量的分配：
 - (i) 《上市规则》第 8.08(3) 条，该条规定，于上市日期，公众人士持有的 H 股中，三名最大公众股东实益拥有的比例不得超过 50%；
 - (ii) 《上市规则》第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的相关规定；
 - (iii) 《上市规则》第 19A.13C 条项下的最低自由流通量规定；及
 - (iv) 《上市规则》应用指引第 18 项项下的要求；

- (l) 在签订本协议之时或前后，或在之后但国际发售完成之前，本公司、独家保荐人及/或独家保荐人兼整体协调人已或可能，及/或拟与一名或多名其他投资者就国际发售签订了、或可能及/或拟就类似投资签订协议；
- (m) 本公司、独家保荐人、独家保荐人兼整体协调人或其各自的任何附属公司、代理人、董事、雇员或联属人士，或参与全球发售的任何其他方，均不就投资者股份的收购或与投资者股份的任何交易有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (n) 投资者股份尚未且不会根据《证券法》或美国任何州或其他司法管辖区的证券法进行注册，且不得在美国境内或向任何美国人士、或为其账户或利益，直接或间接地进行要约、转售、质押或以其他方式转让，除非依据有效的注册声明、符合《证券法》注册要求的豁免条款，或进行不受该注册要求约束的交易；亦不得在任何其他司法管辖区进行上述行为，除非该司法管辖区的适用法律允许；
- (o) 其理解并同意，投资者股份的转让仅可 (A) 在美国境内根据《证券法》第 144 条规则或该规则下的其他适用豁免进行；或 (B) 在美国境外，通过符合《证券法》S 条例定义的“离岸交易”并依据 S 条例进行；且在任何情况下，均须遵守美国各州及任何其他司法管辖区的适用证券法律，代表投资者股份的任何股票证书均应载有实质上符合上述要求的警示语；
- (p) 其理解，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商、或其各自的附属公司、联属人士、董事、高级人员、雇员、代理人、顾问、联系人、合伙人及代表，均未就投资者股份的后续再发售、转售、质押或转让是否适用《证券法》第 144 条或任何其他可用豁免作出任何陈述；
- (q) 除第 5.2 条另有规定外，若任何投资者股份由某子公司持有，投资者应确保该子公司始终为投资者的全资子公司，并在该子公司于禁售期届满前继续持有任何投资者股份期间，持续遵守并履行本协议项下的条款和条件；
- (r) 其已收到（且未来可能收到）与投资者对投资者股份的投资（及持有）有关、且可能构成《证券及期货条例》所界定的重大非公开信息及/或内幕信息的信息，且其应：(i) 除向其联属人士、子公司、董事、高级管理人员、雇员、顾问、代理人及代表（“**授权接收人**”）以外的任何人，且仅限于严格基于“需要知悉”原则，且仅出于评估其对投资者股份的投资之目的，或法律另有要求，直至该等信息因投资者或其任何授权接收人无过错而成为公开信息；(ii) 尽最大努力确保其授权接收人（根据本第 6.1(r) 条已向其披露该等信息的）仅在严格需要知悉的基础上向其他授权接收人披露该等信息，不得向任何其他人士披露；及 (iii) 不得且将确保其授权接收人（根据本第 6.1(r) 条向其披露该等信息的）不得直接或间接购买、出售、买卖或以其他方式交易本公司的 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，而导致违反美国、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律（包括任何内幕交易规定）；
- (s) 本协议、招股说明书草案及初步发行通告草案中包含的信息，以及以保密方式提供给投资者和/或其代表的信息，以及可能已提供给投资者和/或代表提供的任何其他资料（无论以书面或口头形式），均不得复制、披露、传阅或向任何其他人士传播；且如此提供的信息及资料可能发生变更、更

新、修订及补充，投资者在决定是否投资于投资者股份时不应依赖该等信息及资料。为免生疑问：

- (i) 无论是招股说明书草案、初步发行通告草案，还是可能已提供给投资者及/或其代表的任何其他材料，均不构成在任何禁止此类要约、招揽或销售的行为，均不构成对投资者及/或其代表发出购买、认购或申购任何证券的邀请、要约或招揽；且招股说明书草案、初步发售通告草案或可能已向投资者及/或其代表提供的任何其他材料（无论书面或口头）中的任何内容，均不得作为任何合同或承诺的依据；
- (ii) 不得基于初步发售通告草案、招股说明书草案或可能已向投资者及/或其代表提供的任何其他材料（无论书面或口头），提出或接受任何认购、收购或购买 H 股或其他证券的要约或邀请；以及
- (iii) 初步发售通告草案、招股说明书草案或可能已向投资者提供（无论书面或口头）或提交的任何其他材料，在本协议签订后可能会进一步修订，投资者在决定是否投资于投资者股份时不应依赖该等材料，且投资者特此同意该等修订（如有），并放弃其就该等修订（如有）享有的权利；
- (t) 本协议无论整体还是部分，均不构成在美国或任何其他此类要约属非法的司法管辖区内出售证券的要约；
- (u) 其已获得评估本次收购对投资者股份的利弊及风险所需或认为必要的信息，并有机会向公司、独家保荐人或独家保荐人兼整体协调人就公司、投资者股份或其认为评估投资者股份收购事宜的利弊及风险所必需或适宜的其他相关事项，并已向投资者或其代理人提供了投资者要求或代表投资者要求的所有与投资者股份投资相关的文件及信息；
- (v) 在作出投资决策时，投资者仅依赖且将仅依赖本公司发布的《国际招股说明书》中所载信息，而不依赖可能由本公司、独家保荐人及/或独家保荐人兼整体协调人或代表上述任何一方（包括其各自的董事、高级管理人员、员工、顾问、代理人、代表、联系人、合伙人及联属人士）于本文件日期或之前向投资者提供的任何其他信息（无论由本公司、独家保荐人、独家保荐人兼整体协调人或其各自的联属人士、代表或顾问编制，或以其他方式编制），且本公司、独家保荐人、独家保荐人兼整体协调人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不就《国际招股说明书》中未载明的任何此类信息或材料的准确性或完整性作出任何陈述、保证或承诺，且本公司、独家保荐人、独家保荐人兼整体协调人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不因投资者及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士使用或依赖此类信息或材料，或因《国际招股说明书》中未载明的任何其他信息，而对上述各方承担或将承担任何责任；
- (w) 独家保荐人、整体协调人、全球发售的其他承销商及其各自的董事、高级管理人员、雇员、子公司、代理人、联系人、联属人士、代表、合伙人和顾问均未就投资者股份的优劣、其认购、购买或发售事宜，或就本公司或

本集团成员的业务、运营、前景或状况（无论财务方面或其他方面），或就任何与此相关或有关的事项，向投资者作出任何保证、陈述或建议；且除最终国际招股说明书中规定的情况外，本公司及其董事、高级管理人员、雇员、子公司、代理人、联系人、联属人士、代表、合伙人和顾问均未就上述事项作出任何保证、陈述或建议。财务或其他方面，亦未就任何其他相关或关连事项作出任何保证、陈述或建议；

- (x) 投资者应遵守本协议、上市规则及任何适用法律不时对其施加的、关于其（直接或间接）处置任何相关股份的各项限制（如有），且该等股份系其目前或将来（直接或间接）为实益拥有人，或招股说明书中载明其为实益拥有人的股份；
- (y) 其已就本公司、本集团及投资者股份，以及本协议中规定的投资者股份认购条款进行了独立调查，并在其认为必要或适当的情况下，就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（包括但不限于上述方面）获取了独立专业意见，或已自行确认相关事项（包括税务、监管、财务、会计、法律、货币及其他方面，以及该等股份是否适合投资者，并已就上述事项自行作出判断；且其未依赖，亦无权依赖由本公司或独家保荐人、整体协调人，资本市场中介人或其他承销商就本次全球发售所获取或进行的任何建议、尽职调查或调查，亦不享有依赖该等建议、尽职调查或调查的权利；本公司、独家保荐人、整体协调人，资本市场中介人和其他承销商及其各自的联系人、联属人士、董事、高级管理人员、雇员、顾问、代理人或代表均不对因认购或交易投资者股份而产生的任何税务、监管、财务、会计、法律、货币或其他经济后果承担任何责任；
- (z) 其理解目前投资者股份尚无公开市场，且本公司、独家保荐人及独家保荐人兼整体协调人、资本市场中介人及其他包销商，或其各自的附属公司、联属人士、董事、高级人员、雇员、代理人、顾问、联系人、合伙人及代表，并未就投资者股份未来是否会出现公开市场作出任何保证；
- (aa) H 股的任何交易均须遵守适用法律及法规，包括《证券及期货条例》、《上市规则》、《证券法》项下有关股份交易的限制，以及任何主管证券交易所的任何其他适用法律、法规或相关规则；
- (bb) 任何不符合本协议所载限制而作出的要约、出售、质押或其他转让，就相关股份而言，均不会获公司认可；
- (cc) 倘若全球发售因任何原因延迟、终止或未能完成，公司、独家保荐人、独家保荐人兼整体协调人或其各自的任何联系人、联属人士、董事、高级人员、雇员、顾问、代理人或代表，均不会因此对投资者或其附属公司承担任何责任；
- (dd) 本公司及独家保荐人兼整体协调人将全权酌情决定更改或调整 (i) 全球发售项下拟发行的 H 股数量；以及 (ii) 香港公开发售及国际发售项下拟发行的 H 股数量；
- (ee) 除本协议及投资者、公司、独家保荐人、独家保荐人兼整体协调人之间订立的保密协议外，投资者一方与公司、公司任何股东、独家保荐人、独家保荐人兼整体协调人及/或资本市场中介人另一方之间，并无就全球发售订立任何其他协议；及

- (ff) 投资者已同意，总投资金额及相关经纪佣金和征费应不迟于上市日期前两个完整营业日下午 6:00（香港时间）支付。

6.2 投资者代表其自身及其全资子公司进一步向公司、独家保荐人及独家保荐人兼整体协调人声明、保证并承诺：

- (a) 其已根据注册地法律正式注册成立且有效存续，且未曾有人对其提出清算或解散的申请、法院未曾就此作出命令，亦未通过任何有效的清算或解散决议，也未曾就其任何业务、财产或资产任命接管人；
- (b) 其有资格接收及使用本协议项下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿），且该等接收及使用不会违反适用于投资者的所有法律，亦不会要求投资者在其所在司法管辖区内进行任何注册或取得任何牌照；
- (c) 其拥有合法权利和权限，可拥有、使用、租赁及运营其资产，并以目前的方式开展业务；
- (d) 其拥有充分的权力、权限和能力，并已采取一切必要行动（包括从任何政府及监管机构或第三方处获得所有必要的同意、批准和授权），以签署并交付本协议、订立并执行本协议所预期的交易，以及履行其在本协议项下的义务，因此，除第 3.1 条所载条件外，其履行本协议项下义务无须取得任何政府及监管机构或第三方的任何同意、批准及授权；
- (e) 本协议已由投资者依法授权、签署并交付，构成投资者的合法、有效且具有约束力的义务，可依据本协议条款对其强制执行；
- (f) 其已采取并将在本协议有效期内采取一切必要措施，以履行其在本协议项下的义务，并使本协议及本协议所载交易生效，同时遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律，且投资者为根据本协议认购投资者股份而须取得的各项同意、批准、授权、许可及注册（以下简称“**批准事项**”），均已取得，且均具有完全法律效力，且未被宣告无效、撤销、撤回或废止，且任何批准均未受制于任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准均未被宣告无效、撤销、撤回或撤销，投资者并不知悉任何可能导致批准被宣告无效、撤回或作废的事实或情况。投资者进一步同意并承诺，若任何此类批准因任何原因不再具有完全效力，或被宣告无效、撤销、撤回或废止，将立即以书面形式通知公司、独家保荐人及独家保荐人兼整体协调人；
- (h) 投资者签署并交付本协议，以及履行本协议并认购或收购（视具体情况而定）投资者股份的行为，不会违反或导致投资者违反：(i) 投资者的组织章程大纲及细则或其他组织或章程文件，或 (ii) 投资者就本协议项下拟进行的交易而受其约束的任何司法管辖区的法律，或因投资者认购或收购（视具体情况而定）认购或收购投资者股份，或 (iii) 对投资者具有约束力的任何协议或其他文书，或 (iv) 对投资者具有管辖权的任何政府机关作出的任何判决、命令或裁定；
- (i) 其已遵守并将继续遵守与认购投资者股份相关的所有司法管辖区的适用法律，包括直接或间接通过本公司、独家保荐人及/或独家保荐人兼整体协调人向联交所、香港证监会、中国证监会及/或任何其他政府、公共、货

币或监管机构或证券交易所（统称“**监管机构**”），并同意及接纳披露该等信息，在每种情况下，均应符合适用法律的要求或应任何监管机构不时提出的要求（包括但不限于（i）投资者及其各自最终实益拥有人及/或最终负责下达与认购投资者股份相关指示之人的身份信息（包括但不限于其各自名称及注册地）；（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详情、投资者股份数量、总投资金额以及本协议项下的禁售期限限制）；（iii）任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购方及其最终实际受益人的身份信息，以及该掉期安排或其他金融或投资产品的提供方）；及/或（iv）投资者或其实际受益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“**投资者相关信息**”），并在任何监管机构要求的时限内提供。投资者进一步授权本公司、独家保荐人、独家保荐人兼整体协调人及其各自的联属人士、董事、高级管理人员、雇员、顾问及代表，向相关监管机构披露任何投资者相关信息，并/或根据《上市规则》或适用法律的要求，或应任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露该等信息；

- (j) 投资者在财务和商业事务方面具备充分的知识和经验，以至于：(i) 其有能力评估投资投资者股份的潜在投资的优劣及风险；(ii) 其有能力承担该投资的经济风险，包括投资者股份投资的全部损失；(iii) 其已获得其认为决定是否投资投资者股份所必需或适当的所有信息；及 (iv) 其在投资处于类似发展阶段的公司证券的交易方面具有经验；
- (k) 其日常业务是买卖股份或债券，或其为专业投资者，且通过订立本协议，其就本协议项下拟进行的交易而言，并非任何独家保荐人、整体协调人、资本市场中介人或其他承销商的客户；
- (l) 其以自营投资方式，为自身账户及投资目的而认购投资者股份，且不以分销其根据本协议认购的任何投资者股份为目的，且投资者无权提名任何人担任公司的董事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，其为合格机构投资者（QIB）；或(ii) 若在美国境外认购投资者股份，其系依据《证券法》S 条例定义的“离岸交易”进行，且非美国人士；
- (n) 投资者系在符合《证券法》注册要求豁免或不受其约束的交易中认购投资者股份；
- (o) 投资者及其各自的实际受益人及/或联系人，以及投资者代其购买投资者股份的人士（如有）及/或其联系人 (i) 均为独立于本公司的第三方；(ii) 并非公司的关连人士（定义见《上市规则》）或其联系人，且投资者认购投资者股份不会构成关连交易，亦不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》，且不论投资者与可能订立（或已订立）本协议所述的任何其他协议，且在本协议完成后，将独立于本公司任何关连人士（定义见《香港收购及合并守则》），且不会与之一致行动；(iii) 具备履行本协议项下所有义务的财务能力；(iv) 未直接或间接接受以下任何人士的融资、资金或支持：(a) 本公司任何核心关连人士（定义见《上市规则》）或 (b) 本公司、本公司或其任何子公司的任何董事、行政总裁、控股股东、主要股东或现有股东，或其任何一方的紧密联系人（定义见《上市规则》），且并非惯常且未曾就本公司证券的收购、处

置、投票或其他处置事宜接受任何此类人士的指示；及(v)与公司或其任何股东并无关联关系，除非已向公司、独家保荐人及独家保荐人兼整体协调人作出书面披露；

- (p) 投资者将以其自有资金认购投资者股份，且其并无取得亦无意取得任何贷款或其他形式的融资，以履行其在本协议项下的付款义务；
- (q) 其实际受益人及/或联系人均非任何独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售承销商、牵头经纪人或任何分销商的“关连客户”，且不属于《上市规则》附录 F1（股权证券配售指引）所述任何类别的人士。“关连客户”、“牵头经纪商”及“分销商”等术语的含义，应以《上市规则》附录 F1（股权证券配售指引）中赋予的定义为准；
- (r) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）根据全权委托管理投资组合协议进行管理。“全权委托管理投资组合”一词的含义以《上市规则》附录 F1（股权证券配售指引）所载定义为准；
- (s) 投资者实际受益人或其各自的联系人均非本公司或其联系人的董事（包括过去 12 个月内的董事）、监事或现有股东，亦非上述任何一方的代名持有人；
- (t) 投资者将通过 FINI 提供须提交予联交所及 HKSCC 的所需资料，并确保投资者所提供的该等资料在所有重大方面均属真实、完整及准确；该等资料将于必要时与公司、联交所、证监会及香港其他相关监管机构共享，并将载入综合承配人名单，而该名单将通过 FINI 向参与全球发售的独家保荐人兼整体协调人披露；
- (u) 除先前已以书面形式通知独家保荐人和独家保荐人兼整体协调人外，投资者及其实际受益人(s)均不属于：(a) 联交所 FINI 承配人名单模板所列的任何承配人类别（“基石投资者”除外），亦非 FINI 接口或《上市规则》要求就承配人披露的任何类别；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在公司的配售结果公告中予以披露的任何承配人组别；
- (v) 投资者未曾且不会就股份的分销与任何“分销商”（定义见《证券法》S 条例）订立任何合同安排，但与联属人士订立或经本公司事先书面同意的情况除外；
- (w) 投资者认购股份将符合《上市规则》附录 F1（股权证券配售指引）及《上市指南》第 4.15 章的规定；
- (x) 投资者及其紧密联系人在公司已发行股本总额中的合计持股（直接或间接）不得导致公众人士（定义见《上市规则》）持有的公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (y) 投资者、其实际受益人及/或联系人均未通过本公司任何关连人士、独家保荐人或整体协调人，或全球发售的任何承销商提供的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于且与已参与或将参与全球发售的其他投资者及其任何联系人无关联；
- (z) 投资者或其联属人士、董事、高级人员、雇员或代理人或集团任何成员公司及其各自的联属人士、董事、高级人员、雇员及代理人之间，并无且不会订立或作出任何与《上市规则》（包括《指南》第 4.15 章）不一致的协议或安排，包括任何附函；

(aa) 除本协议另有规定外，投资者未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；及

(bb) 除先前已向本公司、独家保荐人及独家保荐人兼整体协调人书面披露的情况外，投资者、其实际受益人及/或联系人未曾且不会就投资者股份订立任何掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及独家保荐人兼整体协调人声明并保证：附件 2 中关于其自身及其所属公司集团的描述，以及向监管机构和/或本公司、独家保荐人及独家保荐人兼整体协调人及其各自联属人士提供的所有投资者相关信息，在所有方面均真实、完整、准确且不存在误导。在不影响第 6.1(b) 条规定的前提下，并由本公司、独家保荐人及/或独家保荐人兼整体协调人全权决定其必要性，投资者不可撤销地同意，在公开文件、营销及路演材料以及可能由公司、独家保荐人及/或独家保荐人兼整体协调人或代表其刊发的与全球发售有关的其他公告中，提述及载入其名称以及本协议描述的全部或部分内容（包括附表 2 所载描述）。投资者承诺尽快提供本公司、独家保荐人及/或独家保荐人兼整体协调人可能合理要求的、与其自身、其所有权（包括最终实益所有权）及/或其他有关事项相关的进一步资料及/或支持文件，以确保其各自遵守适用法律及/或公司或证券注册规定，并满足包括联交所、香港证监会、中国证监会等主管监管机构的要求。投资者兹同意，在审阅将纳入不时向投资者提供的与全球发售相关的公开文件草稿及其他营销材料中、涉及其自身及其所属公司集团的描述，并作出投资者（如有）可能合理要求的修改后，投资者应被视为保证：该等与其及其所属公司集团相关的描述在所有方面均属真实、准确、完整，且不存在误导性，并将就该等描述的任何变更及时以书面形式通知公司、独家保荐人及独家保荐人兼整体协调人，并向其提供意见以及该等更新资料及/或支持文件。

6.4 投资者理解，第 6.1 条和第 6.2 条中的陈述与确认系根据香港法律及美国证券法等规定所作出的。投资者承认，本公司、独家保荐人、整体协调人、全球发售的其他承销商及其各自的子公司、代理人、联属人士及顾问等各方将依赖投资者于此所载的保证、承诺、陈述及确认的真实性、完整性及准确性，并同意若其中任何保证、承诺、陈述或确认不再准确、完整或在任何方面具有误导性，将立即以书面形式通知本公司、独家保荐人及独家保荐人兼整体协调人，届时公司、独家保荐人及独家保荐人兼整体协调人有权终止本协议，且无需完成本协议项下拟进行的交易。

6.5 投资者同意并承诺，投资者应按要求，在税后基础上，向公司、独家保荐人、整体协调人以及全球发售的其他承销商（各代表其自身并为其各自联属人士以信托方式持有），以及《证券法》定义下的任何控制人，并代表其各自的高级管理人员、董事、雇员、职员、联系人、合伙人、代理人 and 代表（统称“**受赔偿方**”）提供充分且有效的赔偿并使其免受损害，就以任何方式与认购投资者股份、投资者股份或本协议而可能遭受或确立的任何及所有损失、成本、费用、索赔、诉讼、责任、程序或损害，包括因投资者或在任何相关股份将由投资者全资附属公司持有的情况下该全资附属公司、或其各自的高级管理人员、董事、雇员、职员、联属人士、代理人、代表、联系人或

合伙人所为或导致的任何违反或被指控违反本协议的行为，或任何作为或不作为，或被指控的作为或不作为；并就任何受赔偿方因处理、抗辩或就任何此类索赔、诉讼或程序进行辩护而遭受或产生的任何及所有费用、开支、损失或支出承担前述赔偿责任，无论该等索赔、诉讼或程序是基于上述原因、由此产生或与此相关。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视具体情况而定）所作出的各项承认、确认、陈述、保证及承诺，均应被视为独立的承认、确认、陈述、保证或承诺，并应被视为在上市日予以重申。

6.7 本公司声明、保证并承诺：

- (a) 其已根据其注册地法律正式注册成立且有效存续；
- (b) 其拥有充分的权力、权限和能力，并已采取一切必要措施以订立本协议并履行其项下义务；
- (c) 在支付款项并遵守第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.3 条交付给投资者时，应为已全额缴足股款、可自由转让，且不存在任何期权、留置权、押记、抵押、质押、索赔、权益、负担及其他第三方权利，并应与当时已发行且将在证券交易所上市的 H 股享有同等地位；
- (d) 本公司及其控股股东（定义见《上市规则》）、本集团的任何成员及其各自联属人士、董事、高级管理人员、雇员及代理人，均未与任何投资者或其联属人士、董事、高级管理人员、雇员或代理人订立任何与《上市规则》（包括《上市指南》第 4.15 条）不符的协议或安排（包括任何附函）；及
- (e) 除本协议另有规定外，本公司或本集团任何成员，以及其各自的联属人士、董事、高级管理人员、雇员或代理人，均未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖《国际发售通函》所载信息，且投资者就《国际发售通函》享有与国际发售中购买 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可在下列情况予以终止：

- (a) 根据第 3.2 条、第 4.5 条或第 4.6 条；
- (b) 若投资者（或根据第 5.2 条转让投资者股份的情况下，指投资者的全资子公司）于国际发售交割之日之前严重违反本协议（包括投资者根据本协议作出的陈述、保证、承诺及确认的重大违约），则仅由公司或由独家保荐人和独家保荐人兼整体协调人中的任何一方（视情况而定）（尽管本协议中可能存在任何与此相反的条款）行使权利予以终止；或

(c) 经所有缔约方书面同意。

7.2 如果本协议根据第 7.1 条终止，各方均无义务继续履行本协议项下的各自义务（下文第 8.1 条规定的保密义务除外），且各方根据本协议享有的权利及承担的责任（下文第 11 条规定的权利除外）均告终止；任何一方均不得向其他任何一方提出索赔，但任何一方在终止时或之前根据本协议条款对其他各方已产生的权利或责任不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿责任在本协议终止后仍然有效。

8. 公告与保密

8.1 除本协议另有规定外，未经其他各方事先书面同意，任何一方均不得披露有关本协议、本协议所述交易或涉及公司、独家保荐人、独家保荐人兼整体协调人及投资者的任何其他安排的任何信息。尽管有上述规定，任何一方均可披露本协议：

- (a) 向联交所、香港证监会、中国证监会及 / 或本公司、独家保荐人及 / 或独家保荐人兼整体协调人受其监管的其他监管机构提交；投资者的背景及其与本公司的关系，可能载于由本公司或代表本公司发布的公开文件，以及及与全球发售有关的营销、路演材料以及本公司、独家保荐人及 / 或独家保荐人兼整体协调人就本次全球发售将发布或代为发布的其他公告中予以说明；
- (b) 向各方的法律顾问、财务顾问、审计师及其他顾问，以及各方的联属人士、联系人、董事、高级管理人员及相关员工、代表和代理人披露，但仅限于“需要知悉”的范围，前提是该方应 (i) 确保上述每位法律顾问、财务顾问及其他顾问，以及各方的联属人士、联系人、董事、高级管理人员及相关员工、代表和代理人知悉并遵守本协议中规定的所有保密义务，且 (ii) 继续对该方法律、财务及其他顾问，以及联属人士、联系人、董事、高级管理人员及相关员工、代表和代理人违反此类保密义务的行为承担责任；以及
- (c) 或根据任何适用法律、对该方具有管辖权的任何政府机关或机构（包括联交所、香港证监会、中国证监会）或证券交易所规则的要求，由任何一方采取的其他措施（包括将本协议作为重大合同提交香港公司注册处登记，并根据《公司（清盘及杂项条文）条例》及《上市规则》的规定）或任何有管辖权的政府机关作出的具有约束力的判决、命令或要求。

8.2 投资者不得就本协议或任何相关事宜作出任何其他陈述或披露，但投资者事先征询公司、独家保荐人及独家保荐人兼整体协调人的意见，并就该等披露的原则、形式及内容获得其事先书面同意的情况除外。

8.3 投资者同意，就编制上文第 8.1 条所述须作出的任何公告或披露提供一切合理协助，并应提供本公司、独家保荐人或独家保荐人兼整体协调人所要求，或联交所或任何其他政府机构就投资者或其认购投资者股份以及 H 股拟议上市所要求的所有资料。

8.4 本公司应尽合理努力，在公开发行人文件发布前，将其中涉及本协议、本公司与投资者之间关系以及投资者的一般背景信息的任何陈述，提交给投资者进行审阅。投资者均应与本公司、独家保荐人、独家保荐人兼整体协调人合作，确保此类公开文件中涉及其的所有内容真实、完整、准确且无误导性，且公开文件中未遗漏其任何重要信息，并应及时向本公司、独家保荐人、独家保荐人兼整体协调人及其各自的法律顾问提供任何意见和核实文件。

8.5 投资者承诺，就第 8.1 条所述需作出的任何披露文件的编制，及时提供合理所需的一切协助（包括提供与投资者、其所有权（包括最终实益所有权）及/或与该条款所述事项相关的其他信息和/或支持性文件，这些信息和文件可能是本公司、独家保荐人或独家保荐人兼整体协调人）所合理要求的进一步信息及/或支持性文件，以（i）在本协议日期之后更新公开文件中对投资者的描述并核实相关内容，以及（ii）使本公司、独家保荐人及/或独家保荐人兼整体协调人能够遵守适用的公司或证券注册规定及/或主管监管机构（包括但不限于上交所、香港证监会、中国证监会）的要求。

9. 通知

9.1 根据本协议送达的所有通知均应采用书面形式，以英文或中文书写，并应按照第 9.2 条规定的方式送达至以下地址：

如送达本公司，则送达至

地址：南京市浦口区浦口经济开发区林春路 8 号

电子邮件：yuedi.wei@jssisemi.com

收件人：董事会办公室

如送达投资者，请寄至：

地址：江苏省苏州市吴江区大兢路 8 号

电子邮件：xusunjie@maxwell-gp.com.cn

收件人：徐孙杰

如送达独家保荐人，请寄至：

地址：香港中环皇后大道中 99 号中环中心 62 楼

电子邮件：Project JS2025@htsc.com

如送达独家保荐人兼整体协调人，请寄至：

地址：香港中环皇后大道中 99 号中环中心 62 楼

电子邮件：projectjs_ecm@htsc.com

- 9.2** 根据本协议发出的任何通知，应通过当面送达、传真、电子邮件或预付邮资的邮寄方式送达。任何通知如以亲手送达方式送达，则视为在送达时已收到；如以传真方式发送，则视为在收到发送确认时已收到；如以电子邮件方式发送，则视为在发送时已收到（除非收到未送达通知）；如以预付邮资方式邮寄，则视为在投递后48小时（如以航空邮件寄送，则为六(6)天）已收到（除非有证据证明更早收到）。在非营业日收到的任何通知，应视为于下一(1)个营业日收到。

10. 一般条款

- 10.1** 各缔约方均确认并声明：本协议已由其正式授权、签署并交付，构成其合法、有效且具有约束力的义务，并可根据其条款对其强制执行。除公司为实施全球发售可能所需的同意、批准及授权外，该方履行本协议项下义务无需任何公司、股东或其他方面的同意、批准或授权，且各缔约方进一步确认其能够履行本协议所述义务。
- 10.2** 除明显错误外，就本协议而言，本公司及独家保荐人兼整体协调人本着善意所作的计算和确定，就投资者股份数量、发行价格以及投资者根据本协议第4.2条须支付的款项金额具有最终效力。
- 10.3** 投资者、公司、独家保荐人和独家保荐人兼整体协调人应就本协议之目的或与本协议有关的、已要求或可能需要向第三方发出的任何通知，或第三方所需的任何同意和/或批准，予以配合。
- 10.4** 除非以书面形式作出并由所有缔约方或其代表签署，否则对本协议的任何修改或变更均不生效。
- 10.5** 本协议仅以中文订立。若存在英文版且存在歧义，则以中文为准。
- 10.6** 除非相关各方另有书面约定，否则各方应自行承担因本协议而产生的法律及专业费用、成本及开支，但因本协议所涉任何交易而产生的印花税，应由相关转让人/卖方与相关受让人/买方平均分担。
- 10.7** 时间是本协议的实质要素，但本协议中提及的任何时间、日期或期限均可经各方书面协议予以延长。
- 10.8** 本协议的所有条款，只要能够履行或遵守，在根据第4条完成交割后仍应继续完全有效，但当时已履行的事项除外，且除非经各方书面同意终止。

10.9 除投资者已签署的保密协议外，本协议构成各方就投资者对本公司的投资所达成的全部协议和谅解。本协议取代此前所有与本协议标的相关的承诺、保证、担保、陈述、沟通、谅解及协议，无论其为书面形式还是口头形式。

10.10 除本第 10.10 条另有规定外，非本协议当事方的人士无权根据《合约（第三方权利）条例》强制执行本协议的任何条款，但这并不影响第三方依据《合约（第三方权利）条例》以外的规定所享有或可获得的任何权利或救济：

- (a) 受赔偿方可与本协议当事方享有同等程度的权利，以执行及依赖第 6.5 条。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，无需征得第 10.10(a)款所述人员的同意。

10.11 独家保荐人和独家保荐人兼整体协调人拥有以下权力，并特此获授权，可按其认为合适的方式和条款（无论是否遵循正式程序，且无需就此授权事先通知本公司或投资者），将其所有或部分相关权利、义务、权力和酌情权授予其任何一家或多家联属人士。尽管进行了上述授权，独家保荐人或独家保荐人兼整体协调人仍须对其根据本条款向其联属人士授权的相关权利、义务、权力和/或酌情权所涉及的任何作为或不作为承担责任。

10.12 任何一方未行使或未执行（全部或部分）本协议或法律规定的任何权利，或延迟行使或执行该权利，均不应视为放弃或豁免该权利，亦不应以任何方式限制该方进一步行使或执行该权利或任何其他权利的能力；且对任何此类权利或救济措施的单次或部分行使，不应妨碍对其的任何其他或进一步行使，亦不应妨碍对任何其他权利或救济措施的行使。本协议规定的权利、权力和救济措施具有累积性，且不排除任何其他权利、权力和救济措施（无论是由法律规定还是其他来源）。对本协议任何条款违约行为的豁免，除非该豁免以书面形式作出并由被主张豁免的一方签署，否则不具有效力，亦不视为默示。

10.13 如果本协议的任何条款在任何司法管辖区的法律下在任何方面被认定为或成为非法、无效或不可执行，这不应影响或损害：

- (a) 本协议任何其他条款在该司法管辖区的合法性、有效性或可执行性；或
- (b) 本协议该条款或任何其他条款在任何其他司法管辖区的法律下的合法性、有效性或可执行性。

10.14 本协议对各方及其各自的继承人、遗嘱执行人、遗产管理人、继任者和经许可的受让人具有约束力，并使上述各方及其继承人、遗嘱执行人、遗产管理人、继任者和经许可的受让人受益；任何其他人士均不得依据本协议或基于本协议获得或享有任何权利。除内部重组或改组之目的外，任何一方均不得转让或转移本协议项下全部或部分权益、利益或权利。本协议项下的义务不得转让。

10.15 在不影响其他各方就其遭受的所有损失和损害向投资者主张权利的前提下，若投资者在上市日当日或之前作出的任何保证发生违约，本公司、独家保荐人及独家保荐人兼整体协调人应有权解除本协议，且各方根据本协议承担的所有义务应立即终止，无论本协议中是否有任何相反规定。

10.16 各缔约方向其他缔约方承诺，其将签署并履行，并促使签署和履行为使本协议条款生效所必需的其他文件及采取相关行动。

11. 适用法律及管辖权

11.1 本协议及各方之间的关系应受香港法律管辖并依据香港法律解释。

11.2 因本协议引起或与本协议有关的任何争议、纠纷或索赔，或因本协议的违约、终止或无效而产生的任何争议、纠纷或索赔（“**争议**”），均应按照提交仲裁申请之日有效的《香港国际仲裁中心管理仲裁规则》通过仲裁解决。仲裁地为香港，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，仲裁程序的语言为中文，当事方可提供中文文件。仲裁庭的裁决和裁定对各方具有最终约束力，可在任何有管辖权的法院登记并强制执行，且各方不可撤销且无条件地放弃向任何司法机关提出任何形式上诉、复审或寻求救济的任何及所有权利，只要此类放弃在法律上有效。尽管有上述规定，在仲裁庭组成之前，各方仍有权向有管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖范围内可获得的临时救济措施的前提下，仲裁庭应拥有充分的权限，可裁定临时救济措施，或命令当事方请求法院修改或撤销该法院颁布的任何临时或初步救济措施，并就任何一方未遵守仲裁庭就此作出的命令而裁定损害赔偿。

12. 豁免权

12.1 在任何司法管辖区的任何程序（包括仲裁程序）中，投资者就其自身或其资产、财产或收入享有或可主张任何豁免权（基于主权、王室地位或其他理由），以免受任何诉讼、起诉、程序或其他法律程序（包括仲裁程序）的约束，免受抵销或反诉，免受任何法院的管辖，免受法律文书的送达，免受任何判决、裁决、决定、命令或裁决（包括任何仲裁裁决），或免受旨在提供任何救济或执行任何判决、裁决、决定、命令或裁决（包括任何仲裁裁决）的其他诉讼、起诉或程序；或者在任何此类程序中，其自身或其资产、财产或收入可能被赋予任何此类豁免权（无论是否主张），投资者各自特此不可撤销且无条件地放弃，并同意不就任何此类程序主张或请求任何此类豁免。

13. 诉讼代理人

13.1 投资者各自不可撤销地指定 Maxwell Technologies (Hong Kong) Limited 位于香港九龙尖沙咀柯士甸路 20 号保发商业大厦 10 楼 1002 室，代表其接收在香港进行的诉讼程序中的法律文书送达。该送达一经交付予该法律文书代理人

(无论是否转交并由投资者收到)，即视为已完成。

- 13.2** 如因任何原因致使诉讼代理人无法继续履行其职责，或其在香港已无地址，投资者不可撤销地同意委任一名经本公司、独家保荐人及独家保荐人兼整体协调人接纳的替代法律文件接收人，并须于该事件发生后30日内向本公司、独家保荐人及独家保荐人兼整体协调人提交新法律文件接收人接受该委任的书面确认。

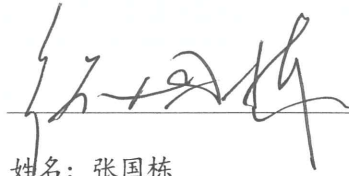
14. 副本

- 14.1** 本协议可签署若干份副本，且由各方分别签署。每份副本均为原件，但所有副本共同构成同一份法律文件。通过电子邮件附件（PDF 格式）或传真交付已签署的本协议的副本签名页，均视为有效的交付方式。

各方已于开头所述日期由其正式授权的签字人签署本协议，特此证明。

代表：

江苏芯德半导体科技股份有限公司



姓名：张国栋

职务：执行董事



[基石投资协议签字页]

代表：

MAXWELL TECHNOLOGY PTE. LTD.



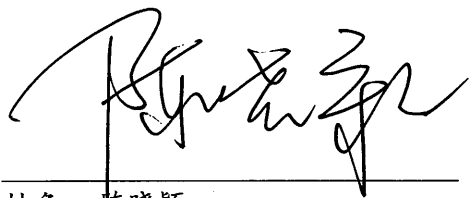
A handwritten signature in black ink, appearing to be "Wang Zhenggen", written over a horizontal line.

姓名：王正根

职务：董事

为及代表

华泰金融控股（香港）有限公司

A handwritten signature in black ink, appearing to be '陈晓颖' (Chen Xiaoli), written over a horizontal line.

姓名：陈晓颖

职衔：董事总经理

附件 1

投资者股份

投资者股份数量

投资者股份的数量应等于 (1) 1 亿人民币等额港元（按招股章程所披露的港元兑人民币汇率计算）（不包括投资者就投资者股份应支付的经纪佣金及征费）除以 (2) 发售价，并向下舍入至最接近的 500 H 股整手。

根据《上市规则》第 18 项应用指引第 4.2 段、《上市指南》第 4.14 章以及联交所授予的豁免（如有），倘香港公开发售出现超额认购，投资者根据本协议将认购的投资者股份数量可能会因国际发售与香港公开发售之间的股份重新分配而受到影响。倘香港公开发售的股份总需求符合本公司最终招股说明书中标题为“全球发售的结构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份的数量可能会按比例扣减，以满足香港公开发售下的公众需求。

此外，为满足以下规定或要求，独家保荐人兼整体协调人及本公司可全权酌情调整投资者股份数量的分配：(i) 《上市规则》第 8.08(3) 条，该条规定，于上市日期，公众人士持有的 H 股中，三名最大公众股东实益拥有的比例不得超过 50%；或 (ii) 《上市规则》第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的相关规定；或 (iii) 《上市规则》第 19A.13C 条项下的最低自由流通量规定；及/或 (iv) 《上市规则》第 18 项应用指引项下的要求。此外，为遵守《上市规则》附录 F1（股权证券配售指引），独家保荐人兼整体协调人及公司可全权酌情调整投资者股份的数量。

附表 2

投资者的详细资料

投资者

注册地：	Singapore
公司注册证书编号：	202008217W
商业登记号：	N/A
法律实体识别码（LEI）：	N/A
企业地址、电话号码及联系人：	300 BEACH ROAD, #35-05, THE CONCOURSE, SINGAPORE 199555、徐孙杰、15962190274
主要业务：	WHOLESALE OF OTHER MACHINERY AND EQUIPMENT N.E.C.
最终控股股东：	周剑、王正根
最终控股股东的注册地：	中国
最终控股股东的商业登记号及 LEI 编号：	320525197607040553、430181197205112272
最终控股股东的主要业务：	N/A
股东及持股情况：	苏州迈为科技股份有限公司 $\xrightarrow{100\%}$ 投资者 新加坡迈为 MAXWELL TECHNOLOGY PTE. LTD. 为一家于 2020 年根据新加坡法律成立的公司，主要从事光伏设备境外销售业务。
用于载入招股说明书的投资者描述：	Maxwell Technology Pte. Ltd. (“ Maxwell ”) is a company incorporated in Singapore on March 11, 2020 and principally engaged in the wholesale of other machinery and equipment not elsewhere classified. It is directly wholly-owned by Suzhou Maxwell Technologies Co., Ltd. (“ Suzhou Maxwell ”), a company incorporated in the PRC and listed on the Shenzhen Stock Exchange (stock code: 300751). Suzhou Maxwell is principally engaged in the design, R&D, production

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and sales of intelligent manufacturing equipment.

Maxwell Technologies (Zhuhai) Co., Ltd. (邁為技術(珠海)有限公司) (“**Maxwell Zhuhai**”), which is owned as to 90% by Suzhou Maxwell, was a supplier of our Group during the Track Record Period. Our Group entered into purchase agreements with Maxwell Zhuhai in the ordinary course of business on normal commercial terms and on an arm’s length basis. The Cornerstone Placing to Maxwell and the commercial arrangements between the parties are not inter-conditional.

相关投资者类别（根据联交所 FINI 承销人名单模板的要求，或根据 FINI 接口关于承 基石投资者、发行人的供应商¹销的相关披露要求）：

¹ 请列明所有相关投资者类别：(i) 发行人的现任或前任雇员；(ii) 发行人的客户；(iii) 发行人的供应商；(iv) 独立定价投资者（定义见《上市规则》第18C章）；(v) 全权委托管理投资组合（定义见《上市规则》附录F）；(vi) 全权委托信托；(vii) 中国政府机构（定义见《上市规则》附录6）；(viii) 关连客户（定义见《上市规则》附录F）；(ix) 现有股东、董事或紧密联系人（定义见《上市规则》第1章）；(x) 保荐人或其紧密联系人；(xi) 包销商及 / 或分销商或其紧密联系人；或 (x) 非香港证监会授权的基金。