

## UNDERWRITING

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[REDACTED]

[REDACTED]

### **Hong Kong Underwriting Agreement**

Pursuant to the Hong Kong Underwriting Agreement, our Company is [REDACTED] for subscription under [REDACTED] on the terms and subject to the conditions set out in this [REDACTED], the Application Forms and the Hong Kong Underwriting Agreement at the [REDACTED].

Subject to (i) the Listing Committee granting listing of, and permission to deal in, the existing issued Shares, the Shares to be issued pursuant to the RSU Scheme, the [REDACTED] and the [REDACTED] on the [REDACTED] of the [REDACTED], and the Shares which may fall to be issued pursuant to the exercise of any options granted under the [REDACTED] Share Option Scheme and the [REDACTED] Share Option Scheme and (ii) certain other conditions set out in the Hong Kong Underwriting Agreement (including, among others, the [REDACTED] (on behalf of the Underwriters) and us agreeing on the [REDACTED]), the Hong Kong Underwriters have severally but not jointly, or jointly and severally agreed to subscribe or procure subscribers for their respective applicable proportions (set out in the Hong Kong Underwriting Agreement) of the [REDACTED] now being offered that are not taken up under the [REDACTED], on the terms and subject to the conditions set out in this [REDACTED], the related Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional upon and subject to the International Underwriting Agreement having been signed, becoming unconditional and not having been terminated.

### ***Grounds for Termination***

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

### UNDERTAKINGS

[REDACTED]

(A) *Undertaking by Our Company*

Pursuant to Rule 10.08 of the Listing Rules, we have undertaken to the Stock Exchange that no further Shares or securities convertible into our equity securities (whether or not of a class already listed) will be issued or form the subject of any agreement to such an issue by us within six months from the Listing Date (whether or not such issue of Shares or our securities will be completed within six months from the Listing Date), except pursuant to the [REDACTED] or for the circumstances provided under Rule 10.08 of the Listing Rules.

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

### TOTAL COMMISSIONS AND EXPENSES FOR THE [REDACTED]

Assuming an [REDACTED], the aggregate commissions and fees, together with the Stock Exchange listing fee, SFC transaction levy and Stock Exchange trading fee, legal and other professional fees, printing and other expenses relating to the [REDACTED], are estimated to amount in aggregate to be approximately HK\$[REDACTED] or [REDACTED] which are payable by us. During the Track Record Period, RMB[REDACTED] of such expenses were charged to our profit and loss during the Track Record Period. For the remaining expenses, we expect to charge RMB[REDACTED] to our profit and loss and the balance of RMB[REDACTED] to be capitalized.

### UNDERWRITERS' INTERESTS IN OUR COMPANY

Except for their respective obligations under the Hong Kong Underwriting Agreement and the International Underwriting Agreement, none of the Underwriters has any shareholding interests in our Company or any of our subsidiaries or any right or options (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

[REDACTED]

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[REDACTED]