
UNDERWRITING

HONG KONG UNDERWRITERS

ABCI Securities Company Limited
SBI China Capital Financial Services Limited
Harvest International Securities Company Limited
BOCOM International Securities Limited
Haitong International Securities Company Limited
Futu Securities International (Hong Kong) Limited
Valuable Capital Limited
Yue Xiu Securities Company Limited
Fosun Hani Securities Limited
uSmart Securities Limited
West Bull Securities Limited
China Sky Securities Limited
Alpha International Securities (HONG KONG) Limited
Livermore Holdings Limited
Soochow Securities International Brokerage Limited

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This prospectus is published solely in connection with the Hong Kong Public Offering. The Hong Kong Public Offering is fully underwritten by the Hong Kong Underwriters on a conditional basis. The International Offering is expected to be fully underwritten by the International Underwriters subject to the terms and conditions of the International Underwriting Agreement. If, for any reason, the Offer Price is not agreed between us and the Sole Representative (for itself and on behalf of the Underwriters), the Global Offering will not proceed and will lapse.

The Global Offering comprises the Hong Kong Public Offering of initially 20,400,000 Hong Kong Offer Shares and the International Offering of initially 183,600,000 Offer Shares (subject to, in each case, reallocation on the basis referred to under “Structure of the Global Offering” in this prospectus and, in case of the International Offering, any exercise of the Over-allotment Option).

UNDERWRITING ARRANGEMENTS AND EXPENSES

The Hong Kong Public Offering

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, we are offering the Hong Kong Offer Shares for subscription by the public in Hong Kong in accordance with the terms and conditions of this prospectus and the Application Forms relating thereto.

Subject to the Listing Committee granting listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in this prospectus, and to certain other conditions set out in the Hong Kong Underwriting Agreement (including the Sole Representative (for itself and on behalf of the Hong Kong Underwriters) and our Company agreeing upon the Offer Price) being satisfied (or, as the case may be, waived), the Hong Kong Underwriters have agreed severally and not jointly to subscribe or procure subscribers for their respective applicable proportions of the Hong Kong Offer Shares in aggregate, now being offered which are not taken up under the Hong Kong Public Offering on the terms and conditions of this prospectus, the Application Forms relating thereto and the Hong Kong Underwriting Agreement.

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The Hong Kong Underwriting Agreement is conditional on and subject to, among other things, the International Underwriting Agreement having been signed and becoming unconditional and not having been terminated in accordance with its terms.

Grounds for Termination

The Sole Representative (for itself and on behalf of the Hong Kong Underwriters) may in its absolute discretion terminate the Hong Kong Underwriting Agreement, if, any of the following events at any time prior to 8:00 a.m. on the Listing Date:

- (a) there develops, occurs, exists or comes into force:
 - (i) any change or development involving a change or development, or any event or series of events resulting in or representing a change or development in local, national, regional or international financial, political, military, industrial, economic, fiscal, regulatory, currency, credit or market conditions or sentiments, equity securities 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) or currency exchange rate or controls in or affecting Hong Kong, the PRC, the United States (or any member thereof), or any other jurisdiction relevant to the Company (together, the “**Relevant Jurisdictions**”); or
 - (ii) any new law or regulation or any change or development in existing law or regulation, or any change or development involving change in the interpretation or application thereof by any court or other competent authority in or affecting any of the Relevant Jurisdictions; or
 - (iii) any event or series of events in the nature of force majeure (including, without limitation, acts of government, declaration of a national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, lock-outs, fire, explosion, flooding, earthquake, civil commotion, riots, public disorder, acts of war, acts of God, epidemic, pandemic, outbreak or escalation of infectious disease, (including without limitation SARS, MERS, COVID-19, H5N1, H1N1, swine or avian influenza or such related/mutated forms (but provided that the known effects of COVID-19 pandemic as of the date of the Hong Kong Underwriting Agreement shall be excluded for the purpose of this paragraph), accident or interruption or delay in transportation) in or affecting any of the Relevant Jurisdictions, or without limiting the foregoing, any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), or other state of emergency or calamity or crisis in or affecting any of the Relevant Jurisdictions; or
 - (iv) the imposition or declaration of (a) any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on trading in shares or securities generally on the Hong Kong 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; (b) any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in any securities of the Company listed or quoted on a stock

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exchange or an over-the-counter market or (c) any 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 in those places or jurisdictions; or

- (v) a change or development involving a change or amendment in taxation or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong 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 the implementation of any exchange control, in any of the Relevant Jurisdictions; or
- (vi) any (a) change in exchange controls, currency exchange rates or foreign investment regulations, or (b) any change in taxation in any Relevant Jurisdiction adversely affecting an investment in the Shares; or
- (vii) the commencement by any governmental authority or other regulatory or political body or organization of any public action or investigation against a Director or an announcement by any governmental authority or regulatory or political body or organization that it intends to take any such action; or
- (viii) the imposition of economic sanctions, in whatever form, directly or indirectly, by, or on, any Relevant Jurisdiction on any of the Company or the Controlling Shareholders under the Hong Kong Underwriting Agreement; or
- (ix) any change or development or event involving a change in the Company's assets, liabilities, profits, losses, performance, condition, business, financial position, earnings, trading position or prospects, or any change in capital stock or long-term debt of the Company, or any loss or interference with the assets, operations or business of the Company, which (in any such case) is not set out in this prospectus; or
- (x) except as disclosed in this prospectus, a demand by any tax authority for payment of any tax liability that is in arrears in respect of the Company; or

and which, in any such case, individually or in aggregate, in the sole and absolute opinion of the Sole Representative (for itself and on behalf of the Hong Kong Underwriters, but after consultation with the Company):

- (A) has or will have a material adverse effect on the assets, liabilities, business, general affairs, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company as a whole; or
- (B) has or will have an adverse effect on the success of the Global Offering and/or make it impracticable or inadvisable for any material part of the Hong Kong Underwriting Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged; or
- (C) has or will have an adverse effect on the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or
- (D) makes or will make it impracticable, inadvisable or inexpedient to proceed with the Hong Kong Public Offering and/or the Global Offering, to market the Global Offering or the delivery of the Offer Shares on the terms and in the manner

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contemplated by this prospectus, the Application Forms and/or any other documents issued or used in connection with the Global Offering; or

- (E) has or will have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- (b) any of the following shall have come to the notice of any of the Sole Sponsor, the Sole Representative, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters after the date of the Hong Kong Underwriting Agreement:
 - (i) that any statement contained in any of the this prospectus (and/or any other documents issued or used in connection with the Global Offering) and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company with the Company's knowledge in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become untrue, incorrect, inaccurate or misleading in any material respect; or any estimate, forecast, expression of opinion, intention or expectation contained therein was, when it was issued, or has become misleading in any material respect or based on untrue, dishonest or unreasonable assumptions when taken as a whole or given in bad faith; or
 - (ii) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this prospectus, not having been disclosed in this prospectus, constitute a material omission therefrom; or
 - (iii) it becomes necessary for the Company to issue a supplemental prospectus (or to any other documents used in connection with the Global Offering) pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or any requirement or request of the Hong Kong Stock Exchange and/or the SFC; or
 - (iv) either (A) there has been a breach of, any of the representations, warranties, obligations, undertakings or provisions of either the Hong Kong Underwriting Agreement or the International Underwriting Agreement or the Cornerstone Investment Agreements by the Company or (B) any of the representations, warranties, obligations and undertakings given by the Company in the Hong Kong Underwriting Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, incorrect, incomplete in any material respect or misleading, the effect of which would constitute a material adverse change; or
 - (v) any event, act or omission which gives rise to any liability of the Company pursuant to the indemnities given by the Company under the Hong Kong Underwriting Agreement, the effect of which would constitute a material adverse effect on the financial conditions or the prospects of the Company as a whole; or
 - (vi) any material adverse change, or any material development, in the condition (financial or otherwise) or in the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company as a whole; or

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- (vii) that (a) any Director of the Company named in this Prospectus seeks to retire, or is removed from office, (b) any certificate given by the Company or any of its respective officers to the Sole Representative under or in connection with the Hong Kong Underwriting Agreement or the Global Offering is false or misleading in any material respect or (c) any Director or any member of senior management as named in this Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or (d) any litigation or claim instigated, or any litigation or claim being threatened against the Company or any Director; or (e) any contravention by the Company or any Director of the Listing Rules or applicable laws; or (f) any governmental authority or any political body or organization in any Relevant Jurisdiction is commencing any investigation or other action, or announcing an intention to investigate or take other action, against any Director; or
- (viii) a non-vexatious order or petition is presented for the winding-up or liquidation of the Company or the Company makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of the Company or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of the Company or anything analogous thereto occurs in respect of the Company; or
- (ix) the Company withdraws this 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
- (x) any material 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) or any aspect of the Global Offering with the Listing Rules or any other applicable law; or
- (xi) that the approval by the Listing Committee of the listing of, and permission to deal in, the Offer Shares to be issued pursuant to the Global Offering (including any additional Shares that may be issued pursuant to the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the date of the Listing, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (xii) 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
- (xiii) any person (other than the Sole Sponsor or any of the Underwriters) has withdrawn or sought to withdraw its consent to being named in any of the Global Offering documents or to the issue of any of the Global Offering documents; or
- (xiv) that a material breach by any Cornerstone Investors under Cornerstone Investment Agreements signed with such Cornerstone Investors which had resulted in such Cornerstone Investment Agreements being withdrawn, terminated or cancelled; or
- (xv) any change or a materialization of, any of the risks set out in the section headed “Risk Factors” in this prospectus, the effect of which would constitute a material adverse effect on the financial conditions or the prospects of the Group as a whole.

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Undertakings to the Hong Kong Stock Exchange Pursuant to the Listing Rules

(1) Undertakings by our Company

In accordance with Rule 10.08 of the Listing Rules, we hereby irrevocably and unconditionally undertake to the Hong Kong Stock Exchange that except in certain circumstances prescribed by Rule 10.08 of the Listing Rules, no further Shares or securities convertible into equity securities of the Company (whether or not of a class already listed) may be issued or form the subject of any agreement to such an issue within six months from the Listing Date (whether or not such issue of shares or securities will be completed within six months from the Listing Date).

(2) Undertakings by the Controlling Shareholders

Pursuant to Rule 10.07 of the Listing Rules, each of the Controlling Shareholders has undertaken to the Hong Kong Stock Exchange and to our Company that, the Controlling Shareholders shall not and shall procure that the relevant registered holders of the Shares in which the Controlling Shareholders are beneficially interested shall not:

- (a) in the period commencing on the date by reference to which disclosure of their shareholding is made in this prospectus and ending on the date which is six months from the Listing Date, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares in respect of which the Controlling Shareholders are shown by this prospectus to be the beneficial owner; and
- (b) in the period of six months commencing on the date on which the period referred to in paragraph (a) above expires, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares referred to in paragraph (a) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, the Controlling Shareholders would cease to be the controlling shareholders (as defined in the Listing Rules) of our Company.

Pursuant to Note (3) to Rule 10.07(2) of the Listing Rules, each of the Controlling Shareholders has undertaken to the Hong Kong Stock Exchange and to our Company that within the period commencing on the date by reference to which disclosure of their shareholding in our Company is made in this prospectus and ending on the date which is 12 months from the date on which dealings in the Shares commence on the Hong Kong Stock Exchange, they shall:

- (a) when any of the Controlling Shareholders pledges or charges any Shares beneficially owned by them in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) pursuant to Note 2 to Rule 10.07(2) of the Listing Rules, immediately inform our Company of such pledge or charge together with the number of Shares so pledged or charged; and
- (b) when any of the Controlling Shareholders receives indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged Shares or Shares will be disposed of, immediately inform our Company of such indications.

The Controlling Shareholders understand and agree that the Company will inform the Hong Kong Stock Exchange as soon as it has been informed of the matters referred to in paragraphs (a) and

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(b) above by any of the Controlling Shareholders and make a public disclosure in relation to such information by way of an announcement in accordance with the Listing Rules.

Undertakings Pursuant to the Hong Kong Underwriting Agreement

(1) Undertakings by our Company

Except pursuant to the Global Offering (including pursuant to the Over-allotment Option), during the period commencing on the date of the Hong Kong Underwriting Agreement and ending on, and including, the date that is six months from the Listing Date (the “**First Six-Month Period**”), we have jointly and severally undertaken and covenanted to each of the Sole Sponsor, the Sole Representative and the Hong Kong Underwriters not to, without the prior written consent of the Sole Sponsor and the Sole Representative (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (a) offer, accept subscription for, pledge, charge, allot, issue, sell, lend, mortgage, assign, contract to allot, issue or sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right, warrant or contract to purchase or subscribe for, lend, purchase any option, right, warrant or contract to sell, or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, or repurchase any of its share capital or other securities of the Company or any interest therein (including, but not limited to, any securities convertible into or exercisable or exchangeable for or that represent the right to receive any such share capital or securities or any interest therein); or
- (b) enter into any swap, derivative, lending, repurchase, mortgage or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of such share capital or securities or any interest therein; or
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) agree or contract to, or publicly announce any intention to enter into, any transaction described in paragraphs (a), (b) or (c) above,

in each case, whether any of the transactions specified in paragraph (a), (b) or (c) above is to be settled by delivery of Shares or such other equity securities of our Company or other member of the Group, as applicable, or in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), our Company enters into any of the transactions specified in paragraph (a), (b), (c) or (d) above or offers to or agrees to or announces any intention to effect any such transaction, our Company shall take all necessary steps to ensure that such transaction will not create a disorderly or false market in the Shares of our Company.

(2) Undertakings by our Controlling Shareholders

Pursuant to the Hong Kong Underwriting Agreement, each of our Controlling Shareholders has undertaken to the Sole Representative, the Sole Sponsor and the Hong Kong Underwriters that:

- (a) except pursuant to the Global Offering, the Over-allotment Option or if applicable, the Stock Borrowing Agreement, none of the Controlling Shareholders will, without the prior

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written consent of the Sole Representative and unless in compliance with the Listing Rules, at any time during the First Six-Month Period:

- (i) offer, pledge, charge, mortgage, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend, make any short sale or otherwise transfer or dispose of (nor enter into any agreement to transfer or dispose of or otherwise create any options, rights, interests or encumbrances in respect of), either directly or indirectly, conditionally or unconditionally, any of the share or debt capital or other securities of the Company or any interest therein (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, any such capital or securities or any interest therein), whether now owned or hereinafter acquired or owned directly by the Controlling Shareholders (including holding as a custodian) or with respect to which any of the Controlling Shareholders has beneficial ownership (collectively, the “**Lock-up Shares**”) (the foregoing restriction is expressly agreed to preclude the Controlling Shareholders from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Lock-up Shares even if such Shares would be disposed of by someone other than the Controlling Shareholders, respectively. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any short sale or any sale or grant of any right (including without limitation any put or call option) with respect to any of the Lock-up Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares)); or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of any such capital or securities of our Company or any interest therein; or
- (iii) enter into any transaction with the same economic effect as any transaction described in (i) or (ii) above; or
- (iv) agree or contract to, or publicly announce any intention to enter into, any transaction described in (i) to (iii) above,

whether any such transaction described in (i), (ii) or (iii) above is to be settled by delivery of Shares or such other securities of the Company or shares or other securities of such other member of the Group, as applicable, in cash or otherwise (whether or not the issue of shares or such other securities will be completed within the First Six-Month Period).

During the Second Six-Month Period, the Controlling Shareholders will not enter into any of the foregoing transactions in (i), (ii) or (iii) above or agree or contract to, or publicly announce any intention to enter into any such transactions if, immediately following such transfer or disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, the Controlling Shareholders in aggregate would cease to be a “controlling shareholder” (as defined in the Listing Rules) of the Company.

Until the expiry of the Second Six-Month period, in the event that any of the Controlling Shareholders enter into any such transactions or agrees or contracts to, or publicly announces an intention to enter into any such transactions, it will take all necessary steps to ensure that it will not create a disorderly or false market in the securities of the Company.

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Undertaking from the Pre-IPO Investor

The Pre-IPO Investor has undertaken that it will not transfer or otherwise entrust any subscribed shares to a third party within 24 calendar months from the date of completion of the allotment and issue of the Series A Preferred Shares. All of the Series A Preferred Shares had been converted into Shares on June 21, 2019.

Undertaking by Cornerstone Investors

Each of the Cornerstone Investors has agreed that it will not, whether directly or indirectly, at any time during the period of six months following the Listing Date (the “**Lock-up Period**”), dispose of any of the Offer Shares they have purchased pursuant to their respective Cornerstone Investment Agreements, save for certain limited circumstances, such as transfers to any of its wholly-owned subsidiaries who will undertake to be bound by the same obligations of such Cornerstone Investor, including the Lock-up Period restriction.

Indemnity

We and the Controlling Shareholders have agreed to indemnify, among others, the Sole Sponsor, the Sole Representative and the Hong Kong Underwriters for certain losses which they may suffer, including, among others, losses arising from the performance of their obligations under the Hong Kong Underwriting Agreement and any breach by our Company of the Hong Kong Underwriting Agreement.

Restrictions on the Offer Shares

No action has been taken to permit a public offering of the Offer Shares, other than in Hong Kong, or the distribution of this prospectus in any jurisdiction other than Hong Kong. Accordingly, this prospectus may not be used for the purpose of, and does not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation.

The International Offering

International Underwriting Agreement

In connection with the International Offering, our Company and the Controlling Shareholder expects to enter into the International Underwriting Agreement with, among others, the Sole Representative and the International Underwriters. Under the International Underwriting Agreement, the International Underwriters would, subject to certain conditions set out therein, agree severally to procure purchasers for, or to purchase, Offer Shares being offered pursuant to the International Offering (subject to, among others, any reallocation between the International Offering and the Hong Kong Public Offering). It is expected that the International Underwriting Agreement may be terminated on similar grounds as the Hong Kong Underwriting Agreement. Potential investors are reminded that in the event that the International Underwriting Agreement is not entered into, the Global Offering will not proceed and will lapse.

Over-allotment Option

Our Company is expected to grant to the International Underwriters, exercisable in whole or in part by the Sole Representative (for itself and on behalf of the International Underwriters) at its sole

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and absolute discretion, the Over-allotment Option, which will be exercisable from the Listing Date until 30 days after the last day for the lodging of applications under the Hong Kong Public Offering (the last day for the exercise of the Over-allotment Option being (Sunday, February 7, 2021)), to require our Company to allot and issue up to an aggregate of 30,600,000 additional Shares, representing no more than 15% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering, to, among other things, cover over-allocations in the International Offering, if any.

Commissions and Expenses

We agree to pay an underwriting commission of 2.5% of the Offer Price per Hong Kong Offer Share offered under the Hong Kong Public Offering in accordance with the terms and conditions of the Hong Kong Underwriting Agreement. We expect to pay an underwriting commission of 2.5% of the Offer Price per International Offer Share offered under the International Offering. Our Company may also in our sole discretion pay the Sole Representative and certain Underwriters an additional incentive fee of up to 1% of the aggregate Offer Price.

We will pay the Sole Sponsor approximately HK\$5.0 million as the sponsor fee.

For unsubscribed Hong Kong Offer Shares reallocated to the International Offering (in such proportion as the Sole Representative in its discretion consider appropriate), the underwriting commission regarding such Hong Kong Offer Shares shall be reallocated to the International Offering (in such proportion as the Sole Representative in its discretion consider appropriate).

Assuming the Over-allotment Option is not exercised, based on the Offer Price of HK\$1.18 (being the mid-point of the offer Price range of HK\$1.08 per Offer Share and HK\$1.28 per Offer Share), the total amount of underwriting commissions, incentive fee (if any), documentation fee, listing expenses, commissions together with SFC transaction levy and Hong Kong Stock Exchange trading fee, legal and other professional fees and printing and other expenses in relation to the Global Offering are payable and borne by us in connection with the Global Offering is estimated to be approximately RMB37.8 million.

ACTIVITIES BY SYNDICATE MEMBERS

The underwriters of the Hong Kong Public Offering and the International Offering (together, the “**Syndicate Members**”) and their affiliates may each individually undertake a variety of activities (as further described below) which do not form part of the underwriting or stabilizing process.

The Syndicate Members and their affiliates are diversified financial institutions with relationships in countries around the world. These entities engage in a wide range of commercial and investment banking, brokerage, funds management, trading, hedging, investing and other activities for their own account and for the account of others. In relation to the Shares, those activities could include acting as agent for buyers and sellers of the Shares, entering into transactions with those buyers and sellers in a principal capacity, proprietary trading in the Shares, and entering into over the counter or listed derivative transactions or listed and unlisted securities transactions (including issuing securities such as derivative warrants listed on a stock exchange) which have as their underlying assets, assets including the Shares. Those activities may require hedging activity by those entities involving, directly or indirectly, the buying and selling of the Shares. All such activity could occur in Hong Kong and elsewhere in the world and may result in the Syndicate Members and their affiliates holding long and/

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or short positions in the Shares, in baskets of securities or indices including the Shares, in units of funds that may purchase the Shares, or in derivatives related to any of the foregoing.

In relation to issues by Syndicate Members or their affiliates of any listed securities having the Shares as their or part of their underlying securities, whether on the Hong Kong Stock Exchange or on any other stock exchange, the rules of the relevant exchange may require the issuer of those securities (or one of its affiliates or agents) to act as a market maker or liquidity provider in the security, and this will also result in hedging activity in the Shares in most cases.

All such activities may occur both during and after the end of the stabilizing period described in “Structure of the Global Offering”. Such activities may affect the market price or value of the Shares, the liquidity or trading volume in the Shares and the volatility of the price of the Shares, and the extent to which this occurs from day to day cannot be estimated.

It should be noted that when engaging in any of these activities, the Syndicate Members will be subject to certain restrictions, including the following:

- (a) the Syndicate Members (other than the Stabilizing Manager or any person acting for it) must not, in connection with the distribution of the Offer Shares, effect any transactions (including issuing or entering into any option or other derivative transactions relating to the Offer Shares), whether in the open market or otherwise, with a view to stabilizing or maintaining the market price of any of the Offer Shares at levels other than those which might otherwise prevail in the open market; and
- (b) the Syndicate Members must comply with all applicable laws and regulations, including the market misconduct provisions of the SFO, including the provisions prohibiting insider dealing, false trading, price rigging and stock market manipulation.

Minimum Public Float

Our Directors and the Joint Global Coordinators will ensure that there will be a minimum 25% of the total number of issued Shares held in public hands in accordance with Rule 8.08 of the Listing Rules after completion of the Global Offering.

Underwriters’ Interests in our Company

The Underwriters will receive an underwriting commission. Particulars of these underwriting commissions and expenses are set out in “Commissions and Expenses” in this section.

Save for their respective obligations under the Hong Kong Underwriting Agreement and the International Underwriting Agreement or as otherwise disclosed in the prospectus as of the Latest Practicable Date, none of the Underwriters has any equity 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.

Following the completion of the Global Offering, the Underwriters and their affiliated companies may hold a certain portion of the Shares as a result of fulfilling their respective obligations under the Hong Kong Underwriting Agreement and International Underwriting Agreement.

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INDEPENDENCE OF THE SOLE SPONSOR

The Sole Sponsor satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.