

DATE: 21 September 2022

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
(百德医疗投资控股有限公司)

THE EXECUTIVE DIRECTORS

THE COVENANTORS

THE JOINT SPONSORS

THE JOINT GLOBAL COORDINATORS

THE HONG KONG UNDERWRITERS

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of 24,800,000 Hong Kong Offer Shares
(subject to re-allocation) of nominal value of HK\$0.01 each in the capital of
BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
(百德医疗投资控股有限公司)

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THIS AGREEMENT is made on 21 September 2022

BETWEEN:

- (1) **BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED** (百德医疗投资控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose principal place of business in Hong Kong is at Unit 901, 9/F, Prosperity Tower, 39 Queen's Road Central, Central, Hong Kong and whose headquarters and principal place of business in the PRC is at 17th Floor, Tower B, China International Center, No. 33 Zhongshan 3rd Road, Yuexiu District, Guangzhou, PRC 510055 (the "**Company**");
- (2) The persons whose names and addresses are stated in Schedule 1 – Part A (together, the "**Executive Directors**");
- (3) The person and company whose names and addresses are stated in Schedule 1 – Part B (together, the "**Covenantors**");
- (4) **BOCI ASIA LIMITED**, a company incorporated in Hong Kong with limited liability, whose principal place of business is at 26th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong ("**BOCI**");
- (5) **ZHONGTAI INTERNATIONAL CAPITAL LIMITED**, a company incorporated in Hong Kong with limited liability, whose principal place of business is at 19/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Central, Hong Kong ("**Zhongtai**", together with BOCI, the "**Joint Sponsors**");
- (6) **THE JOINT GLOBAL COORDINATORS** whose names and addresses are set out in Schedule 2 – Part A (collectively as the "**Joint Global Coordinators**" and each, a "**Joint Global Coordinator**"); and
- (7) **THE HONG KONG UNDERWRITERS** whose names and addresses are stated in Schedule 2 – Part D (together the "**Hong Kong Underwriters**", and each, a "**Hong Kong Underwriter**").

WHEREAS:

- (A) The Company is an exempted company incorporated in the Cayman Islands on 22 January 2021 and has at the date hereof an authorised share capital of HK\$100,012,695 divided into 10,000,000,000 ordinary Shares of HK\$0.01 per Share and 1,269,500 Preference Shares of HK\$0.01 per Preference Share.
- (B) As at the date of this Agreement, there are 8,756,697 Shares in issue and 1,269,500 Preference Shares in issue and the Controlling Shareholders are the legal and beneficial owners of 6,010,191 Shares, representing approximately 59.95% of the issued share capital of the Company.

- (C) By resolutions in writing of the shareholder(s) of the Company passed on 11 September 2022, among other matters, the Global Offering and the Capitalisation Issue were conditionally approved.
- (C) The Company has agreed to offer the Hong Kong Offer Shares to the public in Hong Kong for subscription at the Offer Price, on and subject to the terms and conditions set out herein and in the Prospectus.
- (D) Each of BOCI and Zhongtai has agreed to act as the Joint Sponsors of the Company in relation to its application to the Stock Exchange for the listing of, and the permission to deal in, the Shares on the Main Board of the Stock Exchange (the “**Listing Application**”), and each of BOCI, China Galaxy International Securities (Hong Kong) Co., Limited (“**China Galaxy**”), Cinda International Capital Limited (“**Cinda**”) and Zhongtai International Securities Limited (“**Zhongtai International Securities**”) has agreed to act as the Joint Global Coordinators. Each of the Joint Global Coordinators and those other Hong Kong Underwriters as specified in Schedule 2 has also agreed to act as one of the joint bookrunners whose names and addresses are set out in **Schedule 2 – Part B** (collectively as the “**Joint Bookrunners**” and each, a “**Joint Bookrunner**”) and/or one of the joint lead managers whose names and addresses are set out in **Schedule 2 – Part C** (collectively as the “**Joint Lead Managers**”, and each, a “**Joint Lead Manager**”) to the Global Offering. The Hong Kong Underwriters have severally agreed to underwrite the issue of the Hong Kong Offer Shares on and subject to the terms and conditions set out herein and in the Prospectus.
- (E) It is expected that the Warrantors, the Joint Sponsors, the Joint Global Coordinators and the International Underwriter(s) will enter into the International Underwriting Agreement in respect of the underwriting of the International Placing by the International Underwriter(s) on and subject to the terms and conditions to be set out in the International Underwriting Agreement and in the Prospectus.
- (F) Application has been made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in the Prospectus (including without limitation the Shares to be issued pursuant to the Global Offering and the Capitalisation Issue), and any Shares which may fall to be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and the Over-allotment Option.
- (G) Immediately after completion of the Global Offering and the Capitalisation Issue (assuming that the Over-allotment Option is not exercised at all), the Covenantors will directly and/or indirectly own or be interested in an aggregate of 810,454,675 Shares, representing approximately 50.65% of the total issued Shares.
- (H) Each of the Warrantors has agreed to give the representations, warranties and undertakings hereinafter mentioned.

NOW IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement, including the recitals hereto, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance Date”	27 September 2022, being the date on which the application lists for the Hong Kong Offer Shares will close or such later date on which such application lists may close as stated in “How to apply for the Hong Kong Offer Shares” in the Prospectus
“Accounts”	the audited consolidated financial statements of the Company for the three years ended 31 December 2021 and the five months ended 31 May 2022 compiled on the basis set out in Appendix I to the Prospectus
“Accounts Date”	31 May 2022
“Affiliates”	in relation to a particular company, any other company or entity which is its holding company or subsidiary, or any subsidiary of its holding company and any company which is controlled by any such holding company or subsidiary. For the purposes of this Agreement, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities by contract, or otherwise
“Application Form”	the green application form to be completed by the HK eIPO White Form Service Provider designated by the Company, to be used in connection with the Hong Kong Public Offering
“Associate”	has the meaning ascribed to it in the Listing Rules
“Auto King”	AUTO KING INTERNATIONAL LIMITED, a company with limited liability incorporated in the BVI on 3 December 2020, which is wholly-owned by Ms. Wu, and one of the Covenantors
“Board”	the board of Directors
“Business Day”	a day on which the Stock Exchange is open for trading
“BVI”	the British Virgin Islands
“Capitalisation Issue”	the allotment and issue of 1,341,973,803 new Shares to be made upon the capitalisation of a certain amount standing to the credit of the share premium account of

the Company referred to in “Appendix IV – Statutory and General Information – A. Further Information about our Company – 3. Written resolutions of our Shareholders” in the Prospectus

“CCASS”	the Central Clearing and Settlement System operated by HKSCC
“CCASS EIPO”	the application for the Hong Kong Offer Shares to be issued in the name of HKSCC Nominees and deposited directly into CCASS to be credited to the applicant’s or a designated CCASS Participant’s stock account through causing HKSCC Nominees to apply on his/her/its behalf, including by (i) instructing his/her/its broker or custodian who is a CCASS Clearing Participant or a CCASS Custodian Participant to give electronic application instructions via CCASS terminals to apply for the Hong Kong Offer Shares on his/her/its behalf, or (ii) if the applicant is an existing CCASS Investor Participant, giving electronic application instructions through the CCASS Internet System (https://ip.ccass.com) or through the CCASS Phone System (using the procedures in HKSCC’s “An Operating Guide for Investor Participants” in effect from time to time). HKSCC can also input electronic application instructions for CCASS Investor Participants through HKSCC’s Customer Service Center by completing an input request
“CCASS Investor Participant”	a person or persons admitted to participate in CCASS as an investor participant, who may be an individual or joint individuals or a corporation
“CCASS Participant”	a CCASS Clearing Participant, a CCASS Custodian Participant or a CCASS Investor Participant
“close associate(s)”	has the meaning ascribed to it in the Listing Rules
“Closing Date”	with respect to the International Placing, the time when payment is to be made by the International Underwriter(s) which is expected to be 5 October 2022 or such other date and time as may be agreed between the Company and the Joint Global Coordinators (for themselves and on behalf of the International Underwriter(s))
“Companies Act”	the Companies Act (As Revised) of the Cayman Islands

“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
“Companies (Miscellaneous) Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
“Complying Applications”	<p>applications for the Hong Kong Offer Shares from persons made before the closing of the application lists</p> <p>(a) online via the HK eIPO White Form service in the IPO App or at www.hkeipo.hk, which (i) have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Prospectus, and (ii) are in accordance with the requirements of HK eIPO White Form and are not identified as multiple applications in accordance with the Multiple Applications PN; or</p> <p>(b) through the CCASS EIPO service to electronically cause HKSCC Nominees to apply on the persons’ behalf (i) which have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Prospectus, and (ii) where the debit from such person’s Designated Bank Account (as defined in the General Rules of CCASS) to effect such instructions has been accepted by the relevant bank when first requested or, at the discretion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or the Company, on a subsequent request</p>
“Conyers”	Conyers Dill & Pearman, the legal advisers to the Company as to Cayman Islands laws
“Despatch Date”	the date on which the Company will despatch certificates for the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering, which shall be on or before 3 October 2022 or such other time as may be agreed between the Company and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters)
“Director(s)”	the director(s) of the Company

“EIPO Agreement”	the EIPO agreement entered or to be entered between the Company and HKSCC
“Formal Notice”	the formal notice required to be published in connection with the Hong Kong Public Offering in accordance with the Listing Rules
“Global Offering”	the Hong Kong Public Offering and the International Placing
“Group”	collectively, the Company and its subsidiaries, and “member(s) of the Group” shall be construed accordingly
“HK eIPO White Form”	the application for the Hong Kong Offer Shares to be issued in the applicant’s own name by submitting applications online through the IPO App or the designated website at www.hkeipo.hk
“HK eIPO White Form Service Provider”	the HK eIPO White Form Service provider as designated by our Company as specified in the IPO App or the designated website at www.hkeipo.hk
“HKSCC”	Hong Kong Securities Clearing Company Limited
“HKSCC Nominees”	HKSCC Nominees Limited
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Hong Kong Branch Share Registrar”	Tricor Investor Services Limited, the branch share registrar and transfer office of the Company in Hong Kong
“Hong Kong Branch Share Registrar’s Agreement”	the agreement entered or to be entered into between the Hong Kong Branch Share Registrar and the Company
“Hong Kong Public Offering”	the offer by the Company of the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price payable in full on application subject to the terms and conditions stated in the Prospectus
“Hong Kong Public Offering Documents”	collectively, the Prospectus, the Application Form and the Formal Notice

“Hong Kong Offer Shares”	the 24,800,000 new Shares initially offered by the Company for subscription under the Hong Kong Public Offering, subject to re-allocation (if any) as provided in Clauses 5.6 and 7.1, respectively
“Hong Kong Public Offering Underwriting Commitment”	in relation to any Hong Kong Underwriters, the maximum number of Hong Kong Offer Shares for which such Hong Kong Underwriter has agreed to procure subscriber(s) to subscribe or, failing which, it will itself subscribe for pursuant to the terms and conditions of this Agreement and the agreement among the Hong Kong Underwriters entered into on the date of this Agreement, subject to re-allocation (if any) in accordance with Clauses 5.6 and 7.1, respectively
“Hong Kong Underwriters”	the underwriters whose names are set out in Schedule 2 – Part D to this Agreement
“International Placing”	the conditional placing of the International Placing Shares by the International Underwriter(s) to professional, institutional and other investors for cash at the Offer Price on and subject to the terms and conditions set out in the International Underwriting Agreement and the Prospectus
“International Placing Commitment”	in relation to any International Underwriter, the maximum number of International Placing Shares for which such International Underwriter has agreed to subscribe or procure subscriber(s) to subscribe for under the International Placing pursuant to the terms and conditions of the International Underwriting Agreement, subject to re-allocation (if any) in accordance with Clauses 5.6 and 7.1, respectively, and the exercise of the Over-allotment Option
“International Placing Documents”	the documents used by the International Underwriter(s) in connection with the International Placing of the International Placing Shares, including but not limited to the Prospectus and any supplements or amendments thereto
“International Placing Shares”	the 223,200,000 new Shares initially offered by the Company for subscription under the International Placing, subject to re-allocation (if any) as provided in Clauses 5.6 and 7.1, respectively, and the exercise of the Over-allotment Option
“International Underwriter(s)”	has the meaning ascribed to it in the Prospectus and the International Underwriting Agreement

“International Underwriting Agreement”	the international underwriting agreement expected to be entered into on or before the Price Determination Date between the Warrantors, the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the International Underwriter(s) in relation to the underwriting of the International Placing by the International Underwriter(s)
“IPO App”	the mobile application for HK eIPO White Form service which can be downloaded by searching “ IPO App ” in App Store or Google Play or downloaded at www.hkeipo.hk/IPOApp or www.tricorglobal.com/IPOApp
“Joint Bookrunners”	the Hong Kong Underwriters as specified in Schedule 2 – Part B as having the role of joint bookrunners to the Global Offering
“Joint Global Coordinators”	the Hong Kong Underwriters as specified in Schedule 2 – Part A as having the role of joint global coordinators to the Global Offering
“Joint Lead Managers”	the Hong Kong Underwriters as specified in Schedule 2 – Part C as having the role of joint lead managers to the Global Offering
“Listing Date”	the date on which trading of the Shares commences on the Main Board of the Stock Exchange, which is currently expected to be 5 October 2022
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Material Adverse Change”	has the meaning ascribed to it under Clause 12.1(a)(7)
“Ms. Wu”	Ms. Wu Haimei, one of the Controlling Shareholders, Executive Directors and Covenantors
“Nominee”	Ting Hong Nominees Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement
“Offer Price”	the Hong Kong dollar price per Offer Share (exclusive of brokerage of 1%, SFC transaction levy of 0.0027%, Stock Exchange trading fee of 0.005% and Financial Reporting Council transaction levy at the rate of 0.00015%) at which each Offer Share is subscribed for under the Global Offering, which price shall not

be more than HK\$1.72 and is expected to be not less than HK\$1.40 per Offer Share, to be determined in accordance with Clause 6.1

“Offer Shares”	the Hong Kong Offer Shares and the International Placing Shares
“Over-allotment Option”	the option expected to be granted by the Company to the International Underwriters, exercisable by the Joint Global Coordinators on behalf of the International Underwriters pursuant to the International Underwriting Agreement to require the Company to allot and issue up to an aggregate of 37,200,000 Over-allotment Shares at the Offer Price to cover over-allocations in the International Placing, if any, and/or to satisfy the obligation of Cinda to return securities to be borrowed under the Stock Borrowing Agreement, subject to the terms and conditions of the International Underwriting Agreement
“Over-allotment Shares”	up to 37,200,000 additional new Shares, representing 15% of the number of Shares initially available under the Global Offering
“PRC”	the People’s Republic of China which, for the purposes of this Agreement, excludes Hong Kong and Taiwan
“Preference Share(s)”	the convertible redeemable preference shares of the Company of HK\$0.01 each
“Pre-IPO Share Option Scheme”	has the meaning ascribed to it in the Prospectus
“Price Determination Agreement”	the agreement expected to be entered into between the Company and the Joint Global Coordinators (for themselves and on behalf of the Underwriters) in the form set out in Schedule 3 to this Agreement by the Price Determination Date for the purpose of fixing the Offer Price as provided in Clause 6.1
“Price Determination Date”	27 September 2022, or such other date and time as may be agreed between the Company and the Joint Global Coordinators (for themselves and on behalf of the Underwriters) but in any event not later than 3 October 2022
“Prospectus”	the prospectus, including all the appendices thereto, proposed to be issued by the Company in connection

with the Global Offering on the Prospectus Date (or such later date as the Joint Sponsors and the Company may agree)

“Prospectus Date”	22 September 2022 (or such later date as the Joint Sponsors and the Company may agree)
“Receiving Bank”	the receiving bank named in the Prospectus
“Receiving Bank Agreement”	the agreement entered into or to be entered into by the Company, the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Receiving Bank and the Nominee
“Reporting Accountants”	BDO Limited, Certified Public Accountants
“SFC”	the Securities and Futures Commission of Hong Kong
“Share(s)”	ordinary share(s) with a par value of HK\$0.01 each in the share capital of the Company
“Shareholders”	holder(s) of the Share(s)
“Stock Borrowing Agreement”	the stock borrowing agreement to be entered into between (i) Auto King and (ii) Cinda pursuant to which Cinda may borrow up to 37,200,000 Shares to cover over-allocations in the International Placing
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Taxation” or “Tax”	all forms of taxation whenever created, imposed or arising in jurisdictions in which the Company is incorporated or the Shares are to be listed or the Group’s business is carried out or the Group’s asset is held (including (without limitation) Hong Kong and the PRC) and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to revenue, customs or fiscal authorities in jurisdictions in which the Company is incorporated or the Shares are to be listed or the Group’s business is carried out or the Group’s asset is held (including (without limitation) Hong Kong and the PRC), whether by way of actual assessment, loss

of allowance, deduction or credit available for relief or otherwise, and includes all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation, but for the avoidance of doubt excluding taxes imposed on the net income or profits of the Joint Sponsors and the Underwriters

“Underwriters” collectively, the Hong Kong Underwriters and the International Underwriters

“US” the United States of America

“Warrantors” collectively, the Company, the Executive Directors and the Covenantors

- 1.2 Unless the context otherwise requires, the terms **“subsidiary”** and **“holding company”** shall have the meanings ascribed thereto under the Listing Rules.
- 1.3 References herein to **“Clauses”**, **“Sub-clauses”** and **“Schedules”** are references to clauses, sub-clauses and schedules of this Agreement. References herein to **“this Agreement”** shall, unless the context requires otherwise, include the Schedules.
- 1.4 References in this Agreement to persons include references to bodies corporate; references to any gender include references to all genders; references to the singular include references to the plural and vice versa.
- 1.5 References in this Agreement to times of the day are, unless otherwise specified, to Hong Kong times.
- 1.6 References in this Agreement to statutory provisions and the Listing Rules shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any subordinate legislation or regulations made under such provisions.
- 1.7 Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.8 Where certified true copies of documents are required to be delivered by a party hereto, such copies shall be certified to be true copies of the originals by counsels for the Company, or a director or a company secretary of the Company unless waived by the receiving party.

2. CONDITIONS PRECEDENT

- 2.1 The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived:
 - (a) the Joint Sponsors (or King & Wood Mallesons on their behalf) receiving (i) the documents listed in Part A of Schedule 4, in form and substance reasonably

satisfactory to the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters) or King & Wood Mallesons on their behalf, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date; and (ii) the documents listed in Part B of Schedule 4, in form and substance reasonably satisfactory to the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters) or King & Wood Mallesons on their behalf, not later than 8:00 p.m. on the Business Day immediately before the Listing Date (or such later date as the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters) may agree in writing);

- (b) the Stock Exchange issuing a certificate pursuant to the powers of the SFC under section 342C(5) of the Companies (Miscellaneous) Ordinance delegated to the Stock Exchange certifying that it authorises registration of the Prospectus and the Application Form on the Business Day immediately before the Prospectus Date;
- (c) the registration of one copy of each of the Prospectus and the Application Form certified by or on behalf of two of the Directors or by their respective agents duly authorised in writing (and all other documents required to be attached thereto under the Companies (Miscellaneous) Ordinance) with the Registrar of Companies in Hong Kong in accordance with the requirements of the Companies (Miscellaneous) Ordinance, not later than 6:00 p.m. (or such later time as agreed by the Registrar of Companies in Hong Kong) on the Business Day immediately before the Prospectus Date;
- (d) the Listing Committee of the Stock Exchange granting or agreeing to grant the listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in the Prospectus (including but not limited to the Over-allotment Shares), subject only to allotment and/or despatch of share certificates for the Offer Shares and such other usual conditions for transaction of this nature (and/or such other conditions as may be acceptable to the Joint Global Coordinators), before 8:00 p.m. on the Business Day immediately before the Listing Date (or such later date as the Joint Global Coordinators (for themselves and on behalf of the Joint Sponsors and the Hong Kong Underwriters) may agree in writing), and such listing approval and permission not subsequently being revoked prior to the commencement of trading of the Shares on the Main Board of the Stock Exchange;
- (e) the due execution of the International Underwriting Agreement by the Warrantors, the Joint Sponsors, the Joint Global Coordinators, and the International Underwriter(s) on or before the Price Determination Date;
- (f) the obligations of the International Underwriters under the International Underwriting Agreement having become and remaining unconditional in accordance with its terms (save as regards the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement having become and remaining unconditional in accordance with the terms hereof) and the International Underwriting Agreement not having been subsequently terminated in accordance with its terms prior to 8:00 a.m. on the Listing Date;

- (g) the Offer Price having been determined by the Company and the Joint Global Coordinators (for themselves and on behalf of the Underwriters) by entering into the Price Determination Agreement no later than the Price Determination Date and such agreement not being subsequently terminated; and
- (h) the warranties set out in Schedule 5 being true, accurate and not misleading on and as at 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 with reference to the facts and circumstances then subsisting).

2.2 Each of the Warrantors severally agrees with the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and each of the Hong Kong Underwriters to use their respective reasonable endeavours to procure fulfilment of all the conditions referred to in Clause 2.1 on or before each of the respective dates and time as referred to in Clause 2.1 (except for those conditions that are to be fulfilled by or that require documents to be executed by the Joint Sponsors, the Joint Global Coordinators or the other Hong Kong Underwriters), and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all such acts and things as may reasonably be required by the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters), the Stock Exchange, the SFC and the Registrar of Companies in Hong Kong in connection with the listing of the Shares and the fulfilment of such conditions.

2.3 The Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the other Hong Kong Underwriters) may, at any time, waive (with or without condition(s) attached) or modify (in whole or in part) any or all of the conditions referred to in Clause 2.1 (other than those required by law to be satisfied) or extend the deadline for the fulfilment of such condition(s) (save as may be restricted by law) by such number of days or in such a manner as they may at their absolute discretion determine.

2.4 In the event that the conditions referred to in Clause 2.1 (as modified in accordance with Clause 2.3) are not fulfilled or otherwise waived or modified in accordance with Clause 2.3 on or before the date and time specified therein or therefor, then (to the extent not fulfilled or (as the case may be) waived on or before the said respective dates or such later dates as the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the other Hong Kong Underwriters) may agree in writing), this Agreement shall terminate and none of the parties shall claim against the others for costs, damages, compensation or otherwise except:

- (a) for any antecedent breach of this Agreement, in respect of which the rights of the parties hereto shall remain unaffected;
- (b) the fees and expenses payable by the Company under Clauses 10.1(a), 10.1(b) and 10.2 shall remain payable in accordance with the terms thereof; and
- (c) that the provisions of Clause 1, this Clause 2.4, Clause 11.6, and Clauses 14 to 25 shall remain in full force and effect.

- 2.5 The Company and the Joint Global Coordinators (for themselves 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 Placing has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering, which price shall not be more than HK\$1.72 per Offer Share and is expected to be not less than HK\$1.40 per Offer Share. For the avoidance of doubt, the above-mentioned offer price range is indicative only and if, based on the level of interest expressed by prospective institutional and professional investors and other investors during the book-building process, and with the prior written consent of the Company, the Joint Global Coordinators (for themselves and on behalf of the Underwriters) considers the number of Offer Shares being offered under the Global Offering and/or the indicative Offer Price range to be inappropriate, the Joint Global Coordinators (for themselves and on behalf of the Underwriters) may reduce the number of shares offered under the Global Offering and/or the indicative offer price range below that stated above at any time on or before the morning of the last day for lodging applications under the Hong Kong Public Offering, in which event, the Company shall, as soon as reasonably practicable following the decision to make such a reduction and, in any event, not later than the morning of the Acceptance Date, (a) cause an announcement of such a reduction to be published on the website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (baidesz.com). Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Joint Global Coordinators (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such a revised indicative Offer Price range. Such a notice shall also include confirmation or revision, as appropriate, of the Global Offering statistics as set forth in "Summary" in the Prospectus and any other financial information in the Prospectus which may change as a result of any such reduction; and (b) cause such supplemental offering documents as may be required by applicable laws, rules and regulations to be published in such a manner as the relevant applicable laws, rules and regulations may require as soon as reasonably practicable following the decision to make the reduction.

3. APPOINTMENT OF THE JOINT SPONSORS, THE JOINT GLOBAL COORDINATORS, THE JOINT BOOKRUNNERS, THE JOINT LEAD MANAGERS AND THE HONG KONG UNDERWRITERS

- 3.1 The Company hereby appoints, to the exclusion of all others:
- (a) each of BOCI and Zhongtai to act as the Joint Sponsors in relation to the application to the Stock Exchange for the grant of the listing of and permission to deal in the Shares as referred to in Recital (F);
 - (b) each of BOCI, China Galaxy, Cinda and Zhongtai International Securities to act as one of the joint global coordinators of the Global Offering and, in such a role, to co-ordinate the Global Offering pursuant to this Agreement and the Underwriters' activities pursuant to the agreements amongst the underwriters in relation to the Global Offering. In such a role, each of the Joint Global Coordinators shall also assist the Company in such other respects in relation to the Global Offering as the Company and the Joint Global Coordinators shall

agree; and

- (c) the Hong Kong Underwriters to act as the joint bookrunners and/or (as the case may be) the joint lead managers of the Global Offering as specified in Schedule 2 – Part B and Schedule 2 – Part C, respectively,

and, relying on the representations, warranties and undertakings herein contained and subject as hereinafter mentioned, (1) each of BOCI and Zhongtai accepts such appointment as one of the joint sponsors; (2) each of BOCI, China Galaxy, Cinda and Zhongtai International Securities accepts such appointment as one of the joint global coordinators, one of the joint bookrunners and one of the joint lead managers of the Global Offering; and (3) each of the Joint Bookrunners and the Joint Lead Managers accepts its appointment as one of the joint bookrunners and/or as one of the joint lead managers of the Global Offering on and subject to the terms and conditions of this Agreement.

- 3.2 The appointments referred to in Clause 3.1 are made on the basis, and on the terms, that the relevant appointee is irrevocably authorised to delegate, for the purposes of the transactions contemplated herein, all or any of its relevant rights, duties, powers and discretions (other than financial and indemnification obligations in favour of the Company) in such a manner which complied with all applicable laws, rules and regulations and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company, the Executive Directors or the Covenantors) to any one or more of its Affiliates. The relevant appointee shall continue to be bound by the terms of this Agreement and shall remain liable for all acts and omissions of any of its Affiliates to which it delegates the relevant rights, duties, powers and/or discretions notwithstanding any such delegation, and shall ensure the compliance by such Affiliates with all relevant obligations and provisions to which the relevant appointee is subject, or by which the relevant appointee is or will be bound, pursuant to this Agreement or under any applicable laws, rules or regulations.
- 3.3 The Company hereby appoints the Hong Kong Underwriters to the exclusion of all others, and the Hong Kong Underwriters severally accept the appointment, as the exclusive agents of the Company, to act in such role of the Global Offering as specified in Schedule 2 – Part D and to assist the Company in procuring applications in Hong Kong for the Hong Kong Offer Shares at the Offer Price in accordance with the terms and conditions in this Agreement and the Prospectus and the Application Form.
- 3.4 The Company hereby confirms that the appointments under Clause 3.3 confer on each of the Hong Kong Underwriters all powers, authorities and discretions on behalf of the Company in accordance with this Agreement, and which are necessary for or incidental to, the lawful making of the Hong Kong Public Offering and hereby agrees to ratify and confirm everything which each of the Hong Kong Underwriters shall lawfully do in the exercise of such appointment, powers, authorities and discretions under and in accordance with this Agreement. The Company further confirms that it will not itself, and will not appoint any third parties other than the Hong Kong Underwriters hereunder to offer, sell or distribute the Hong Kong Offer Shares otherwise than in accordance with and on the terms of the Prospectus or the Application Form, as the case may be, and this Agreement.

- 3.5 Any transaction properly and lawfully carried out by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in accordance with and under this Agreement (other than under Clause 5) within the scope of the appointments and grants of authorities and discretion contained in this Agreement shall constitute a transaction carried out at the request of, and as agent of, the Warrantors. None of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters shall have any liability in respect of or be responsible for any loss or damage to any persons arising from any such transaction or otherwise in connection with the Global Offering (including but not limited to any omission of information from the Prospectus, the Application Form, the Formal Notice and/or the International Placing Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading, for which the Company and the Directors are solely and collectively responsible) except in respect of any liability arising solely and directly from the fraud, gross negligence or wilful default of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters or any act or transaction carried out by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters which is outside the scope of the appointments and grants of authorities and discretion contained in this Agreement and/or their respective engagement letters. In particular and without prejudice to the generality of the foregoing, none of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- 3.6 The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable laws and the selling restrictions in the Prospectus. All sub-underwriting commission(s) shall be borne by the relevant Hong Kong Underwriter(s) absolutely. Each relevant Hong Kong Underwriter shall remain liable for all acts and omissions of the relevant sub-underwriter(s) with whom it has entered into sub-underwriting arrangement(s). For the avoidance of doubt, none of the Warrantors shall have any obligation or liability whatsoever under or arising from such sub-underwriting arrangement(s).
- 3.7 Each of the Warrantors acknowledges and agrees:
- (a) the subscription of the Hong Kong Offer Shares by the Hong Kong Underwriters pursuant to this Agreement, as well as any services rendered by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the other Hong Kong Underwriters (as the case may be) in respect of the Hong Kong Public Offering, are arm's length commercial transactions between the Company on the one hand, and the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the other Hong Kong Underwriters (as the case may be) on the other hand;

- (b) in connection therewith and with the process leading to such transactions, each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the other Hong Kong Underwriters is acting solely as a principal and not an agent of the Company (except and solely (i) with respect to the Joint Global Coordinators, for the limited purpose of arranging payment on behalf of the Company of the Stock Exchange trading fee, the SFC transaction levy and the Financial Reporting Council transaction levy as set out in Clause 11.3 and; and (ii) with respect to the Hong Kong Underwriters, for the limited purpose of procuring on behalf of the Company subscribers for the Hong Kong Offer Shares comprised in the Hong Kong Offer Shares that were undersubscribed as described in Clause 5.5);
- (c) none of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the other Hong Kong Underwriters is acting as an adviser, agent or fiduciary of the Company or any other person or has assumed a fiduciary responsibility in favour of the Company or any other person in respect of the transactions contemplated hereby or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters) or any other obligation to the Company or any other person except the obligations expressly set forth in this Agreement, the engagement letter dated 21 May 2021 (as supplemented by a supplemental engagement letter dated 18 July 2022) entered into between the Group and BOCI as well as the engagement letter dated 16 November 2020 (as supplemented by a supplemental engagement letter dated 7 January 2022) entered into between the Group and Zhongtai (collectively, the “**Mandate Letters**”), and other documents or agreements entered into between any members of the Group on one hand and any of the Joint Sponsors and the Hong Kong Underwriters on the other hand for the provision of services set out thereunder;
- (d) each of the Warrantors has consulted its own legal, accounting, regulatory, tax and financial advisers to the extent it deems appropriate and shall be responsible for making its own independent investigation and appraisal of the transactions (including the price or market for the Shares) contemplated by this Agreement, and the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the other Hong Kong Underwriters shall have no responsibility or liability to any of the Warrantors in respect thereof and none of the opinions or views expressed by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters shall constitute advice or recommendation to any of the Warrantors;
- (e) any review by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters of the documents and/or other transactions contemplated by or in connection with this Agreement or other matters relating to such transactions shall be performed solely for the benefit of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and shall not be on behalf of the Company;

- (f) the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the other 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 Company. Each of the Warrantors irrevocably agrees that it will not claim that the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters (as the case may be) or any of them owe(s) a fiduciary or similar duty to the Company, in connection with such transactions or the process leading thereto; and
- (g) each of the Warrantors waives to the full extent permitted by applicable Laws any claims it may have against each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters for any breach or alleged breach of fiduciary duty (if any) arising in any way from or otherwise in connection with the Global Offering.

4. THE HONG KONG PUBLIC OFFERING

- 4.1 Subject to the registration of the Prospectus by the Registrar of Companies in Hong Kong, the Company shall offer the Hong Kong Offer Shares for subscription on and subject to the terms and conditions set out in the Prospectus. The Joint Sponsors shall arrange for, and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange and that of the Company.
- 4.2 The Company agrees that the Hong Kong Offer Shares (subject to re-allocation (if any) as provided in Clauses 5.6 and 7.1) shall be divided into two pools for allocation, respectively, to applicants who have applied for the Hong Kong Offer Shares in the aggregate subscription price (excluding the brokerage at the rate of 1%, the SFC transaction levy at the rate of 0.0027%, the Stock Exchange trading fee at the rate of 0.005% and the Financial Reporting Council transaction levy at the rate of 0.00015% payable thereon) of HK\$5 million or less and to applicants who have applied for the Hong Kong Offer Shares in the aggregate subscription price (excluding the brokerage at the rate of 1%, the SFC transaction levy at the rate of 0.0027%, the Stock Exchange trading fee at the rate of 0.005% and the Financial Reporting Council transaction levy at the rate of 0.00015% payable thereon) of more than HK\$5 million and up to the total value of that pool. For this purpose only, the subscription price for the Hong Kong Offer Shares means the price payable on application therefor (without regard to the Offer Price as finally determined). The Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall, as soon as practicable after the Acceptance Date and after consultation with the Company, determine the manner and the basis of allocation of the Hong Kong Offer Shares. The Joint Global Coordinators shall, after consultation with the Company and in compliance with all applicable laws, rules and regulations, be entitled to exercise and on behalf of the Company the power to authorise the Receiving Bank to exercise the discretion on the part of the Company to reject or accept in whole or in part any application for the Hong Kong Offer Shares subject to the authority of the Receiving Bank pursuant to the terms of the Receiving Bank Agreement, to reject as agent on behalf of the Company any application under the Hong Kong Public Offering received by them which in their absolute opinion fails to comply with the terms and conditions of the application as set out in the Prospectus

(including, for example, multiple applications) and to return the same together with the remittance therefor to the relevant applicant by ordinary post at their own risk, provided always that as regards other grounds for rejection (including, for example, suspected multiple applications and over-subscriptions), these shall remain within the discretion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters), after consultation with the Company.

- 4.3 The application lists for the Hong Kong Public Offering shall open at 11:45 a.m. on the Acceptance Date and shall close at 12:00 noon on the same day (subject as mentioned in “How to apply for the Hong Kong Offer Shares” in the Prospectus).
- 4.4 The Company shall appoint the Receiving Bank to act as receiving bank and shall appoint the Nominee to hold the application moneys received pursuant to the Hong Kong Public Offering on the terms and on the basis set out in the Receiving Bank Agreement. The Company shall use its reasonable endeavours to procure the Nominee to hold and deal with such application moneys on the terms set out in the Receiving Bank Agreement. The Company shall also appoint Tricor Investor Services Limited to act as the designated HK eIPO White Form service provider and to provide related services in accordance with the applicable guidelines of the SFC and the relevant services terms and conditions as set out on the designated HK eIPO White Form website.
- 4.5 The Company undertakes with the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use its reasonable endeavours to procure that the Hong Kong Branch 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.

5. UNDERWRITING THE HONG KONG PUBLIC OFFERING

- 5.1 Subject to the terms and conditions of this Agreement and relying on the representations and warranties herein contained, the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Commitment has been reduced by the application for Hong Kong Offer Shares of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 5.2) agree to subscribe and/or procure subscriber(s) to subscribe for the Hong Kong Offer Shares in cash severally (and not jointly or jointly and severally) in such number to be determined in accordance with Clause 5.9 at the Offer Price (together with amounts on account of the brokerage at the rate of 1%, the SFC transaction levy at the rate of 0.0027%, the Stock Exchange trading fee at the rate of 0.005% and the Financial Reporting Council transaction levy at the rate of 0.00015%) in accordance with the terms and conditions as set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application) for such number of Hong Kong Offer Shares for which Complying Applications have not been received and accepted at the time when the application lists in respect of the Hong Kong Public Offering close.
- 5.2 In relation to each application to subscribe for the Hong Kong Offer Shares made or procured to be made by any of the Hong Kong Underwriters (“**Underwriters’ Public Offering Applications**”) otherwise than pursuant to the provisions of Clause 5.1, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong

Underwriter shall, subject to the application(s) having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such applications having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.2 (**“Accepted Underwriters’ Public Offering Applications”**), be reduced pro tanto by the number of Hong Kong Public Offer Shares comprised in such Accepted Underwriters’ Public Offering Applications to the extent that such Underwriters’ Public Offering Applications have been accepted until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 6.

- 5.3 The Company agrees with each of the Hong Kong Underwriters that all Complying Applications received by the Receiving Bank prior to the close of the application lists of the Hong Kong Public Offering will be accepted (and the Joint Global Coordinators undertakes not to reject such Complying Applications) before calling upon the Hong Kong Underwriters or any of them to perform the obligations imposed on them by Clause 5.1.
- 5.4 Following the closing of the application lists of the Hong Kong Public Offering, the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company shall, in conjunction with the Receiving Bank and the Hong Kong Branch Share Registrar, calculate the number of Hong Kong Offer Shares for which Complying Applications have been received and shall procure that the applications shall be processed, and the calculation made, as soon as practicable after the closing of the application lists of the Hong Kong Public Offering and the Joint Global Coordinators shall be entitled to exercise the discretion conferred on them under Clause 4.2.
- 5.5 In the event that, after taking into account all Complying Applications received and accepted prior to the close of the application lists of the Hong Kong Public Offering, the number of Hong Kong Offer Shares subscribed for on such Complying Applications falls short of the total number of Hong Kong Offer Shares initially available for subscription so that the Hong Kong Underwriters are obliged to take up any of the Hong Kong Offer Shares (in the number to be determined in accordance with Clause 5.9) pursuant to Clause 5.1, the Company shall, and shall use its reasonable endeavours to procure the Receiving Bank and the Hong Kong Branch Share Registrar, as soon as reasonably practicable (and in any event not later than 6:00 p.m. (Hong Kong time) on the Business Day after the Acceptance Date but subject to the terms of the Receiving Bank Agreement) notify the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of the aggregate number of Hong Kong Offer Shares comprised in such shortfall and falling to be taken up by the Hong Kong Underwriters pursuant to Clause 5.1. The Joint Global Coordinators shall, subject to any re-allocation referred to in Clause 5.6, in turn notify each Hong Kong Underwriter of the number of Hong Kong Offer Shares falling to be taken up by such Hong Kong Underwriter pursuant to Clause 5.1 as soon as practicable but in any event before 6:00 p.m. (Hong Kong time) on the second Business Day prior to the Closing Date. In the event that there is no undersubscription of the Hong Kong Offer Shares, the obligations of the Hong Kong Underwriters under Clause 5.1 shall cease.

5.6 Subject to Clause 7.1, in the event that the Hong Kong Public Offering is undersubscribed as referred to in Clause 5.5, the Joint Global Coordinators may (at their absolute discretion but are not obliged to), after their receipt of the notification from the Receiving Bank and the Hong Kong Branch Share Registrar as referred to in Clause 5.5 and prior to 12:00 a.m. (Hong Kong time) on the second Business Day prior to the Closing Date, exercise the discretion, by notice in writing to the Hong Kong Underwriters and the Company, to re-allocate to the International Placing all or any of the Hong Kong Offer Shares which the Hong Kong Underwriters are otherwise required to subscribe for pursuant to Clause 5.1 in such a proportion as the Joint Global Coordinators may at their absolute discretion consider appropriate. The Hong Kong Public Offering Underwriting Commitment of each of the relevant Hong Kong Underwriters shall be correspondingly reduced in the same proportion as the aggregate amount of Hong Kong Offer Shares is reduced as a result of any such re-allocation, provided that the re-allocation under this Clause 5.6 shall not result in the aggregate of the underwriting commitments of the Hong Kong Underwriters under this Agreement and the underwriting commitments of the International Underwriters under the International Underwriting Agreement being less than the total number of Offer Shares (excluding the Over-allotment Shares (where applicable)). Any Shares which are re-allocated from the Hong Kong Public Offering to the International Placing pursuant to this Clause 5.6 shall be deemed to be International Placing Shares and shall be allocated in such a manner as the Joint Global Coordinators may at their absolute discretion determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 10.1 in respect of the Hong Kong Offer Shares re-allocated to the International Placing, and the International Underwriters will be entitled to the underwriting commission in accordance with the International Underwriting Agreement in respect of such re-allocated Offer Shares.

5.7 Subject to the Joint Global Coordinators receiving the notification under Clause 5.5 and subject to any re-allocation referred to in Clause 5.6, each of the Hong Kong Underwriters shall:

- (a) as soon as possible and in any event not later than 9:00 a.m. on the Business Day prior to the Despatch Date, deliver to the Hong Kong Branch Share Registrar duly completed application form(s) (marked with the name of such Hong Kong Underwriter) for the number of Hong Kong Offer Shares (which number shall be specified by the Joint Global Coordinators in its notice in writing to the Hong Kong Underwriter concerned issued pursuant to Clause 5.5) to be subscribed for or procured to be taken up by it in the number determined in accordance with Clause 5.9, specifying the name and address of each subscriber and the number of Hong Kong Offer Shares to be allotted to each such subscriber; and
- (b) against the due allotment and issuance (subject to the terms of issue under the Prospectus) and delivery by or on behalf of the Company of such Hong Kong Offer Shares falling to be taken up by the Hong Kong Underwriter concerned pursuant to Clause 5.9 to the Joint Global Coordinators through the facilities of HKSCC for credit to the CCASS Participants' accounts of the said subscribers, pay, or procure to be paid, by cheques or banker's cashier orders, to the Nominee the aggregate application moneys for the Hong Kong Offer Shares falling to be taken up by it pursuant to Clause 5.9 (which shall include amounts on account of the brokerage at the rate of 1%, the SFC transaction levy at the rate of

0.0027%, the Stock Exchange trading fee at the rate of 0.005% and the Financial Reporting Council transaction levy at the rate of 0.00015% in accordance with the terms of the Hong Kong Public Offering) not later than 10:00 a.m. on the Despatch Date (or such later time as the Joint Global Coordinators may direct after consultation with the Company), provided that while such payment may be made by the Hong Kong Underwriter through the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters), each of the Joint Global Coordinators 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 subject to the Global Offering becoming unconditional and not otherwise terminated pursuant to its terms, the Company shall conditionally allot and issue (subject to the terms of issue under the Prospectus) the Hong Kong Offer Shares to be taken up pursuant to this Clause 5 to the said subscribers in accordance with such applications and shall on the Despatch Date procure that the Hong Kong Offer Shares be issued in the name of HKSCC Nominees Limited and shall be deposited into CCASS for the credit of the subscribers' designated CCASS Investor Participants' or CCASS Participants' stock accounts. Following payment in full as aforesaid to the Company or if through the Joint Global Coordinators, the confirmation by the Joint Global Coordinators to the Company that such payment has been received, the obligations of the Hong Kong Underwriters under Clause 5.1 shall cease.

5.8 The obligations imposed on the Hong Kong Underwriters under this Clause 5 are several (and not joint or joint and several) and, in relation to each Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter shall subscribe and/or procure subscriber(s) to subscribe for pursuant to Clause 5.1 shall be up to but not exceeding the Hong Kong Public Offering Underwriting Commitment set opposite the name of each Hong Kong Underwriter in Schedule 2 – Part D. None of the Hong Kong Underwriters shall be liable for any failure to perform such obligations by any of the other Hong Kong Underwriters and each of the Hong Kong Underwriters shall be entitled to enforce this Agreement either alone or jointly with any of the other Hong Kong Underwriters. As soon as the Hong Kong Offer Shares comprising the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter have been subscribed and paid for by such Hong Kong Underwriter and/or subscribers procured by such Hong Kong Underwriter and/or otherwise pursuant to this Agreement, the obligations of such Hong Kong Underwriter under Clause 5.1 shall cease.

5.9 For the purpose of Clause 5.1, the number of Hong Kong Offer Shares for which each Hong Kong Underwriter shall be required to subscribe and/or procure subscriber(s) to subscribe shall be determined in accordance with the International Underwriting Agreement.

6. PRICE DETERMINATION AND THE INTERNATIONAL PLACING

6.1 The Offer Price shall be fixed by the Price Determination Date by agreement between the Company and the Joint Global Coordinators (for themselves and on behalf of the Underwriters) after market demand for the Global Offering has been determined, which price (exclusive of the related brokerage at the rate of 1%, the SFC transaction levy at

the rate of 0.0027%, the Stock Exchange trading fee at the rate of 0.005% and the Financial Reporting Council transaction levy at the rate of 0.00015%) is expected to be not more than HK\$1.72 per Share and not less than HK\$1.40 per Share. Upon determination of the Offer Price, the Company and the Joint Global Coordinators (for themselves and on behalf of the Underwriters) shall enter into the Price Determination Agreement. If the Joint Global Coordinators (for themselves and on behalf of the Underwriters) are unable to reach an agreement with the Company on the Offer Price at or before the Price Determination Date, the Global Offering will lapse.

6.2 Subject to the execution of the International Underwriting Agreement by the Warrantors, each of the Warrantors undertakes with each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters:

- (a) that the Company will issue and allot, and the Executive Directors and the Covenantors will procure the Company to issue and allot to each of the International Underwriter(s) or as the International Underwriter(s) may direct the International Placing Shares in accordance with the terms of the International Underwriting Agreement;
- (b) to comply with all the Company's, the Executive Directors' and the Covenantors' respective obligations under the International Underwriting Agreement;
- (c) not to terminate the International Underwriting Agreement, except for a breach of the obligations on the part of any of the Joint Sponsors, the International Underwriter(s), the Joint Bookrunners, the Joint Lead Managers and the Joint Global Coordinators and in accordance with the terms of the International Underwriting Agreement, without the prior consent in writing of the Joint Global Coordinators (for themselves and on behalf of the Joint Sponsors and the Hong Kong Underwriters and the International Underwriters); and
- (d) to notify each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters if any action is taken or threatened for the termination of the International Underwriting Agreement.

6.3 None of the Hong Kong Underwriters shall be liable for any failure on the part of any of the International Underwriter(s) to perform its obligations under the International Underwriting Agreement.

7. CLAWBACK AND RE-ALLOCATION AND STABILISATION

7.1 The Joint Global Coordinators may (subject to compliance with the applicable law, rules and regulations (including the practice notes under the Listing Rules and the guidance letters given by the Stock Exchange from time to time)), at their absolute discretion, re-allocate the number of International Placing Shares on the following basis:

- (a) if both the Hong Kong Offer Shares and the International Placing Shares are

undersubscribed, the Global Offering shall not proceed unless the Underwriters would subscribe or procure subscriber(s) to subscribe for their respective applicable proportions of the Offer Shares being offered which are not taken up under the Global Offering on the terms and conditions of the Prospectus, this Agreement and the International Underwriting Agreement;

- (b) if the Hong Kong Offer Shares are undersubscribed and the International Placing Shares are fully subscribed or oversubscribed, the Joint Global Coordinators have the authority to re-allocate all or any unsubscribed Hong Kong Offer Shares from the Hong Kong Public Offering to the International Placing, in such a proportion as the Joint Global Coordinators deems appropriate;
- (c) if the International Placing Shares under the International Placing are fully subscribed or oversubscribed, and:
 - (i) if the number of Hong Kong Offer Shares validly applied for under the Hong Kong Public Offering represents 15 times or more but less than 50 times of the number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then 49,600,000 Offer Shares shall be re-allocated to the Hong Kong Public Offering from the International Placing, so that the total number of Hong Kong Offer Shares available for subscription under the Hong Kong Public Offering shall, after such re-allocation, be increased to 74,400,000 Offer Shares, representing 30% of the number of Offer Shares available under the Global Offering (before any exercise of the Over-allotment Option);
 - (ii) if the number of Hong Kong Offer Shares validly applied for under the Hong Kong Public Offering represents 50 times or more but less than 100 times of the number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then 74,400,000 Offer Shares shall be re-allocated to the Hong Kong Public Offering from the International Placing, so that the number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall, after such re-allocation, be increased to 99,200,000 Offer Shares, representing 40% of the number of Offer Shares available under the Global Offering (before any exercise of the Over-allotment Option); and
 - (iii) if the number of Hong Kong Offer Shares validly applied for under the Hong Kong Public Offering represents 100 times or more of the number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then 99,200,000 Offer Shares shall be re-allocated to the Hong Kong Public Offering from the International Placing, so that the number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall, after such re-allocation, be increased to 124,000,000 Offer Shares, representing 50% of the number of Offer Shares available under the Global Offering (before any exercise of the Over-allotment Option),

and in each case the additional Offer Shares re-allocated to the Hong Kong Public Offering will be allocated between pool A and pool B and the number of Offer Shares allocated to the International Placing will be correspondingly reduced in

such a manner as the Joint Global Coordinators deem appropriate; and

- (d) pursuant to the Stock Exchange's Guidance Letter HKEx-GL91-18:
 - (i) if the International Placing is not fully subscribed and the Hong Kong Public Offering is fully subscribed or oversubscribed; or
 - (ii) if the International Placing is fully subscribed or oversubscribed and the Hong Kong Public Offering is fully subscribed or oversubscribed with the number of Hong Kong Offer Shares validly applied for under the Hong Kong Public Offering representing less than 15 times of the number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering,

then, the Joint Global Coordinators may re-allocate the Offer Shares originally included in the International Placing to the Hong Kong Public Offering in such a number as they deem appropriate, provided that, (i) the number of Offer Shares re-allocated to the Hong Kong Public Offering from the International Placing should not exceed 24,800,000 Offer Shares, representing 10% of the number of Offer Shares available under the Global Offering (before any exercise of the Over-allotment Option), increasing the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering to 49,600,000 Offer Shares, representing 20% of the number of Offer Shares available under the Global Offering (before any exercise of the Over-allotment Option); and (ii) the final Offer Price shall be fixed at the low-end of the indicative Offer Price range stated in the Prospectus (i.e. HK\$1.40 per Offer Share).

Notwithstanding anything stated in this Agreement, the Joint Global Coordinators shall have the sole and absolute discretion in allocating the Offer Shares among the Hong Kong Underwriters in such a manner and proportion as they at their discretion shall determine and the Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter(s) to whom Offer Shares have been allocated shall be adjusted accordingly. The allocation made by the Joint Global Coordinators under this Clause 7.1 shall be binding on the Joint Global Coordinators and the Hong Kong Underwriters in all respects.

The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 10.1 in respect of the Offer Shares re-allocated pursuant to this Clause 7.1. The International Underwriters will be entitled to the underwriting commission referred to in clause 10.1 of the International Underwriting Agreement in respect of such re-allocated Offer Shares. Subject to the foregoing, any International Placing Shares which are so re-allocated to the Hong Kong Public Offering shall for all purposes under this Agreement (other than in respect of the underwriting commission relating to those Shares which shall remain payable to the International Underwriter(s)) be deemed to be Hong Kong Offer Shares.

- 7.2 In connection with the Global Offering, Cinda, as stabilising manager, or any person acting for it (for itself and on behalf of the Underwriters and not as agent for the Company) may, to the extent permitted by applicable law and regulatory requirements of Hong Kong and elsewhere, over-allocate or effect transactions in the market or

otherwise with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail in the open market and in such a manner as Cinda may determine, for a limited period commencing on the Listing Date and ending on the 30th day after the last day for the lodging of applications under the Hong Kong Public Offering (the “**Stabilising Period**”). Any relevant market purchases of Shares will be effected in compliance with all applicable laws and regulatory requirements. However, there is no obligation on Cinda or any person acting for it to conduct any such stabilising activity, which if commenced, will be done at the absolute discretion of Cinda or any person acting for it, and may be discontinued at any time. Any such stabilising activity shall be brought to an end on the last day of the Stabilising Period, i.e. the 30th day after the last day for the lodging of applications under the Hong Kong Public Offering, in any event. Any liability, expenses or loss resulting from such over-allocation and stabilisation or other transactions effected pursuant to this Clause 7.2, calculated on a mark-to-market basis at the end of the Stabilising Period, shall be borne by Cinda in its own account. Cinda shall retain the net profit, if any, arising from such over-allocation and stabilisation or other transactions effected pursuant to this Clause 7.2 (after deducting all expenses, fees and other outlays incurred by Cinda in relation thereto (including but not limited to the brokerage, Stock Exchange trading fee, SFC transaction levy and Financial Reporting Council transaction levy payable by Cinda in connection therewith)). For the avoidance of doubt, the aforesaid net profit shall not take into account any commission or incentive fee payable to the Underwriters in connection with the Offer Shares pursuant to Clause 10.1 or clause 10.1 of the International Underwriting Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 In consideration of the agreement of each of the Hong Kong Underwriters to underwrite the Hong Kong Public Offering at their request and the acceptance by each of the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters of their respective appointments under Clause 3, the Warrantors hereby jointly and severally represent and warrant to the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters in the terms set out in Schedule 5, subject to the legal opinions identified in Part A of Schedule 4 hereto and the disclosures fairly made in the Prospectus, the Accounts and/or submissions and subsequent replies and responses made on behalf of the Company to the Stock Exchange, the SFC or other regulatory bodies in respect of the Listing Application.
- 8.2 The representations and warranties contained in Schedule 5 are deemed to be given as at the date hereof with respect (where relevant) to the Prospectus, and other report(s), letter(s) and opinion(s) (legal or otherwise) referred to or mentioned in the Prospectus, the Application Form and the other documents in the form of the drafts annexed hereto or, as the case may be, in the agreed form. In addition, the said representations and warranties shall be deemed to be repeated (i) at the time of the closing of the application lists in respect of the Hong Kong Public Offering; (ii) immediately prior to the signing of the Price Determination Agreement; (iii) the Closing Date; (iv) immediately prior to the Termination Time (as defined in Clause 12.1); (v) immediately prior to the commencement of dealings in the Shares on the Stock Exchange; (vi) on the date on which the Over-Allotment Option is exercised; and (vii) on the date on which any subscription of Offer Shares pursuant to any exercise of the Over-Allotment Option is completed, in each case with reference to the facts and circumstances then subsisting.

- 8.3 Each of the Warrantors will not, and will procure that no company in the Group will, do or omit to do anything which would cause any of the representations and warranties contained in Clause 8.1 and Schedule 5 to be untrue in any aspect if repeated at any time prior to the dates specified in Clause 8.2 with reference to the facts and circumstances then subsisting.
- 8.4 If, prior to the issue of the Prospectus or on or prior to the commencement of dealings in the Shares on the Stock Exchange, any matter or event comes to the attention of the Warrantors or any of them as a result of which any of the representations or warranties set out in Clause 8.1 and Schedule 5, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any aspect or which would or might reasonably be expected to render untrue, inaccurate or misleading in any aspect any statement, whether of fact or opinion, contained in the Prospectus if the same were issued immediately after such occurrence, the Warrantors, as the case may be, shall forthwith notify the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters) and, but without prejudice to the rights of the Joint Global Coordinators and the Hong Kong Underwriters pursuant to Clause 12, the Company and the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters) shall forthwith consult each other with a view to agreeing on what changes, if any, should be made to the Prospectus or, if the Prospectus has already been published, what announcements, circulars or other documents, if any, should be made or despatched. The Company agrees not to make any such changes or announcements or despatch any such circular or other document without the prior written consent of the Joint Sponsors (for themselves and on behalf of the Joint Global Coordinators and the Hong Kong Underwriters) (such consent not to be unreasonably withheld or delayed).

9. UNDERTAKINGS

- 9.1 The Company undertakes to each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will, and each of the Executive Directors and the Covenantors jointly and severally undertakes (other than sub-paragraphs (i) and (k) below) to each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to procure that the Company will:

- (a) comply in all material respects with the terms and conditions of the Global Offering and, in particular, without limitation:
 - (i) comply with the obligations imposed upon it by the Companies Ordinance, Companies (Miscellaneous) Ordinance, the Companies Act and the Listing Rules in respect of or by reason of the making of the Global Offering, and the proposed listing of the Shares on the Stock Exchange, including, but without limitation, the making of all necessary filings with the Registrar of Companies in Hong Kong and the Stock Exchange and the displaying on the websites of the Stock Exchange and the Company of the documents referred to in “Appendix V – Documents Delivered to the Registrar of Companies in Hong Kong and Documents on Display – Documents on Display” in the Prospectus during the period

specified in that paragraph; and

- (ii) take all reasonable steps as shall lie within its power and control, subject to such restrictions and requirements as may be imposed under relevant laws, rules and regulations or by relevant regulatory, judicial or governmental body, to provide all such information, pay all such fees, deliver all such documents and do all such things as may reasonably be required by the Joint Sponsors, the Joint Global Coordinators, the Hong Kong Underwriters, the Stock Exchange and/or the SFC in accordance with relevant laws and regulations so as to carry into effect the Global Offering in accordance with the terms of this Agreement, the Prospectus and the Application Form and to enable the listing of, and permission to deal in, the Shares to be granted and maintained;
- (b) do all such lawful acts and things as may reasonably be required to be done, supply all such information, pay all such fees, and deliver all such documents as are reasonably required by HKSCC for accepting the Shares for deposit, clearance and settlement in CCASS established and operated by HKSCC with effect from the commencement of the listing of, and dealings in, the Shares on the Stock Exchange and comply with the requirements of HKSCC from time to time such that the Shares will remain eligible for deposit, clearance and settlement in CCASS except the withdrawal of listing of the Shares;
- (c) after determination of the basis of allocation, allot and issue (subject to and on terms of the Prospectus and the Application Form) 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 under Clause 5.5, to the applicants referred to in Clause 5.7 on terms that they rank *pari passu* in all respects with the Shares in issue on the date of such allotment and issue and will be entitled to all dividends and other distributions thereafter declared, paid or made on the Shares with a record date which falls after the Listing Date;
- (d) as soon as reasonably practicable following announcement of the basis of allotment of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on the Despatch Date, it shall cause definitive certificates for the Hong Kong Offer Shares to be posted to such successful and partially successful applicants at their own risk or, in the case of successful and partially successful applications made through electronic application instructions to HKSCC, to be duly delivered to the depositary for HKSCC for credit to such CCASS Participants' accounts or CCASS Investors Participants' accounts as the case may be and subject to the Global Offering having becoming unconditional, procure the names of successful applicants of the Hong Kong Public Offering or, where relevant, HKSCC Nominees Limited to be entered in the register of members of the Company kept in Hong Kong;
- (e) use all reasonable endeavours to procure that the Hong Kong Branch Share Registrar and the Receiving Bank will comply in all material respects with the terms of their respective appointments and will do all such acts and things as may be required to be done by each of them in connection with the Hong Kong Public Offering and in particular, but without limitation, the Hong Kong Branch

Share Registrar's Agreement and the Receiving Bank Agreement respectively. None of the terms of the appointments of the Hong Kong Branch Share Registrar and the Receiving Bank in relation to their respective roles as registrar and receiving bank for the purpose of the Global Offering shall be amended without the prior written consent of the Joint Global Coordinators (for themselves and on behalf of the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) (such consent not to be unreasonably withheld or delayed);

- (f) for the purposes of the application for listing of the Shares and the Global Offering only, comply with the Listing Rules in all material respects in relation to any supplementary listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document without the prior written consent of the Joint Global Coordinators (for themselves and on behalf of the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) (such consent not to be unreasonably withheld or delayed);
- (g) for the purposes of the application for listing of the Shares and the Global Offering only, as soon as reasonably practicable and by no later than the Listing Date, deliver to the Stock Exchange the declaration in the form set out in Form F of Appendix 5 to the Listing Rules;
- (h) use its best endeavours to procure that none of the connected persons (as defined in the Listing Rules) of the Company will apply for or acquire any Offer Shares either in their own names or through nominees unless permitted to do so under the Listing Rules and all requisite confirmations have been obtained from the Stock Exchange to that effect;
- (i) pay any tax, duty, levy, fee or other charge or expense which may be payable by the Company in the Cayman Islands, the BVI, Hong Kong, the PRC and other relevant jurisdictions, whether pursuant to the requirements of any law, rule or regulation or otherwise, in connection with the creation, allotment and issue of the Offer Shares and the Shares to be issued upon the exercise of the Over-allotment Options, the Global Offering, and the execution and delivery of, or the performance of any of the provisions under this Agreement (save with respect to the payment obligations provided in Clauses 11.3 and 11.4 where payment shall be expressed therein to be arranged by the Joint Global Coordinators, the Nominee and/or the Hong Kong Share Registrar or any of them);
- (j) use the net proceeds received by it from the Global Offering in the manner and within the timeframe specified in "Future Plans and Use of Proceeds – Future Plans and Use of Proceeds" in the Prospectus and other parts of the Prospectus; and not to change or propose to change such use or announce any intention to do so, unless with the prior written consent of the Joint Sponsors and the Joint Global Coordinators;
- (k) from the date hereof until 5:00 p.m. on the date which is the third Business Day after the date falling thirty days after the Prospectus Date, the Company will not (i) declare, pay or otherwise make any dividend or distribution of any kind on

its share capital nor (ii) change or alter its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise), other than pursuant to the Global Offering, the Capitalisation Issue or the allotment and issue of Shares pursuant to the conversion of the Preference Shares, the exercise of the Over-allotment Option and the exercise of options under the Pre-IPO Share Option Scheme;

- (l) uses its best endeavours to maintain a listing of the Shares on the Stock Exchange for at least one year from the Listing Date except following a withdrawal of such listing which has been commenced and approved by the relevant shareholders of the Company (such withdrawal of listing not having been sought or initiated by the Company or any of the Covenantors) in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Code on Takeovers and Mergers) becoming unconditional; and
- (m) the Company shall appoint and maintain the appointment of Zhongtai as the compliance adviser as required by the Listing Rules, and seek and obtain continuing compliance advice for the Company and its directors as required to be sought from the compliance adviser under the Listing Rules.

9.2 Each of the Executive Directors and the Covenantors jointly and severally undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use their best endeavours to procure that the Company complies with its undertakings referred to in Clause 9.1 and to do all such acts and things within its powers as may be reasonably required to give effect to the same.

9.3 Without prejudice to Clauses 9.1 and 9.2, each of the Warrantors jointly and severally undertakes to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that they will comply with the Listing Rules and all applicable law and regulations (whether or not having the force of law) in connection with the Global Offering.

10. FEES AND EXPENSES

10.1 In consideration of the services provided by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in this Agreement, and regardless of whether or not the Hong Kong Underwriters are called upon to take up any of the Hong Kong Offer Shares but subject nevertheless to the provisions of Clause 12:

- (a) (i) the Company shall pay or caused to be paid to the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission, in Hong Kong dollars, at the rate of 5.0% of the aggregate final Offer Price in respect of all of the Hong Kong Offer Shares, whereby the respective entitlements of the Hong Kong Underwriters to the underwriting commission will be paid as agreed and determined in the agreement among the International Underwriters to be entered into on the date of the International Underwriting Agreement; and (ii) in addition to (i), the Company may, at its sole and absolute discretion, pay to the Joint Global Coordinators (for themselves

and on behalf of the Hong Kong Underwriters) an incentive fee, in Hong Kong dollars (the “**Incentive Fee**”), of up to 2.0% of the aggregate final Offer Price in respect of all of the Hong Kong Offer Shares, such amount to be allocated to or among one or more of the Hong Kong Underwriter(s), and accordingly retained in full or in part and/or paid to the other Hong Kong Underwriter(s) by the Joint Global Coordinators, in such a manner as the Company may at its sole and absolute discretion determine; and

- (b) the Company shall pay to each of the Joint Sponsors the fees (including the sponsor’s fee and other amounts payable by the Company to each of the Joint Sponsors under the Mandate Letters), costs, charges and expenses howsoever reasonably and properly incurred in connection with the Global Offering (including the costs of the Underwriters’ legal advisers) and any other out-of-pocket expenses reasonably incurred by the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters or any of them in connection with the Global Offering to the extent such fees, costs, charges and expenses are not paid under Clause 10.2. For the avoidance of doubt, if any of such fees, costs, charges and expenses shall have been paid or deducted under other clauses of this Agreement, or the International Underwriting Agreement, it will not be payable again hereunder.

10.2 Save as otherwise provided in this Agreement, the Company shall pay all fees, costs, charges and expenses reasonably incurred in connection with the Global Offering and the listing of Shares on the Stock Exchange and this Agreement and the transactions contemplated hereby, including, but not limited to:

- (a) printing, translation, despatch and distribution costs and expenses for the Prospectus, the International Placing Documents, the share certificates for the Offer Shares, refund cheques, letters of regret, and other documents related and/or incidental to the Global Offering;
- (b) the fees and expenses for the Reporting Accountants, the Company’s legal advisers, the Underwriters’ legal advisers, the industry consultants, the overseas legal advisers, the financial printer, the Receiving Bank, the Hong Kong Branch Share Registrar, the public relations consultants, other agents and advisers of the Company relating to the Global Offering (including but not limited to the fees and expenses of professional consultants in respect of the internal control review of the Group);
- (c) fees payable to the Stock Exchange and the SFC (including the Stock Exchange trading fee at the rate of 0.005%, the SFC transaction levy at the rate of 0.0027% and the Financial Reporting Council transaction levy at the rate of 0.00015% payable by the Company in respect of the Offer Shares but excluding such amount payable by the applicants for Shares for avoidance of doubt), the Companies Registry in Hong Kong and the Registrar of Companies in the Cayman Islands;
- (d) the costs and expenses of printing and distribution of research reports, conducting the syndicate analysts’ briefings and other presentations relating to the Global Offering;

- (e) all roadshow costs and expenses (including without limitation all costs and expenses relating to the travel of the relevant parties, the production and distribution of marketing materials and souvenirs);
- (f) all fees and expenses related to the application for listing of the Offer Shares on the Stock Exchange, the filing or registration of any documents with any relevant authority and the qualification of the Offer Shares in any jurisdiction;
- (g) all costs of preparation, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- (h) fees and expenses related to litigation searches, bankruptcy searches and directorship searches;
- (i) the costs of despatch and distribution of the International Placing Documents in all relevant jurisdictions;
- (j) CCASS transaction fees payable on the initial transfer within CCASS of the International Placing Shares to the placees under the International Placing;
- (k) CCASS transaction fees payable on the initial transfer within CCASS of the Hong Kong Offer Shares to the Hong Kong Underwriters (if applicable) and/or successful applicants of Hong Kong Public Offering whose applications have been made by giving electronic application instructions to HKSCC via CCASS;
- (l) costs relating to transfer of any Shares from the Cayman Islands register of members to that in Hong Kong and for admission and deposit of Shares into CCASS;
- (m) fees and expenses of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters reasonably incurred in connection with any marketing of the Hong Kong Offer Shares or the Company in Hong Kong and other relevant jurisdictions (if any);
- (n) fees and expenses of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the International Underwriter(s) reasonably incurred in connection with any marketing, placing and allocation of the International Placing Shares or the Company in Hong Kong and other relevant jurisdictions (if any) (including but not limited to such fees and expenses of the Joint Global Coordinators incurred in connection with the implementation of the Stock Borrowing Agreement); and
- (o) other costs and expenses relating to the Global Offering as have been separately agreed by the Company

The Company shall, within 14 Business Days upon request, reimburse the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or any of the Hong Kong Underwriters for any such fee, cost, charge or

expense or any part thereof which it may have paid on behalf of the Company and for which the Company is liable pursuant to the terms of this Agreement, to the extent such reimbursement has not already been made under any other clause of this Agreement.

- 10.3 The Company agrees that such underwriting commission, Incentive Fee (if any), fees, costs, charges and expenses referred to in Clause 10.1 or 10.2, or the balance thereof, are due upon the same being incurred (or, if they have already been incurred, upon the date of this Agreement) and (other than any amount for which the Company has reimbursed the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or any of the Hong Kong Underwriters pursuant to Clause 10.2) shall be settled in full as soon as reasonably practicable, and in any event within 14 Business Days after the Listing Date (or such later time as the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company may agree upon in writing) (subject, however, to the overriding right of the relevant party to demand immediate payment at any time). For the avoidance of doubt and without affecting the payment obligations of the Company under Clause 10.1 and 10.2, the Joint Global Coordinators are hereby authorised to settle such underwriting commission, Incentive Fee (if any), fees, costs, charges and expenses referred to in Clause 10.1 and 10.2 (other than any amount for which the Company has reimbursed the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or any of the Hong Kong Underwriters pursuant to Clause 10.2), or the balance thereof, by way of deductions from the proceeds payable to the Company by the Joint Global Coordinators under the International Underwriting Agreement in accordance with the terms and conditions of the International Underwriting Agreement.
- 10.4 If this Agreement shall be rescinded or terminated or not become unconditional or for any other reason the Global Offering is not completed, the Company shall not be liable to pay any commission or Incentive Fee (if any) under Clause 10.1(a) but the Company shall pay or reimburse to the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and to each of the relevant party all costs, charges and expenses which have been reasonably and properly incurred or paid by any of them and which are referred to in Clauses 10.1(b) and 10.2.

11. PAYMENT OF APPLICATION MONEYS

- 11.1 The application moneys received in respect of the Hong Kong Offer Shares (together with the accrued interest, if any, on the full amount of the application moneys) shall, subject to this Agreement becoming unconditional and the termination right of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) pursuant to Clause 12 not being exercised, be paid in Hong Kong dollars to the Company on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) by a cheque (crossed "account payee only") payable to the Company or by such other means as may be agreed between the Company and the Joint Global Coordinators, provided, however, that:

- (a) the Joint Global Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct from such application moneys and pay to:

- (1) the Receiving Bank (for and on behalf of itself and the Nominee) and the

Hong Kong Branch Share Registrar, all such fees, expenses and monies payable by the Company in the manner as stipulated in the Receiving Bank Agreement; and

- (2) the Joint Global Coordinators (and persons other than the Joint Global Coordinators who are entitled to any amount so deducted, such amount being received by the Joint Global Coordinators on behalf of such persons)
 - (i) the aggregate of the Stock Exchange trading fee at the rate of 0.005%, the SFC transaction levy at the rate of 0.0027% and the Financial Reporting Council transaction levy at the rate of 0.00015% payable by the Company and the successful applicants to the Stock Exchange and the SFC in respect of the Hong Kong Offer Shares, which will be arranged to be paid to the Stock Exchange and the SFC by the Joint Global Coordinators on behalf of the Company; and (ii) the related brokerage at the rate of 1% of the Offer Price paid by the successful applicants under the Hong Kong Public Offering which will be paid to the Exchange Participant (as defined in the Listing Rules), the Stock Exchange or the Hong Kong Underwriters (as the case may be); and
- (b) to the extent that the amounts deducted by the Nominee under Clause 11.1(a) are insufficient to cover, or the Nominee does not or will not deduct from the application monies in accordance with Clause 11.1(a) the amounts payable by the Company pursuant to Clause 10, the Joint Global Coordinators shall be entitled to deduct from the placing monies from the International Placing in accordance with the International Underwriting Agreement for settlement of such amounts, and the Company shall, and the Executive Directors and the Covenantors shall procure the Company to, pay or cause to be paid in full any shortfall or the amounts not so deducted, as applicable, as soon as possible after the Listing Date, and forthwith upon demand by the Joint Global Coordinators (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or by the relevant party entitled to the amount payable by the Company.

11.2 Subject to the receipt of the applicable monies pursuant to Clause 11.1(a), the Joint Global Coordinators, on behalf of the Hong Kong Underwriters, shall arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the members of the Stock Exchange of brokerage at the rate of 1% of the Offer Price in respect of successful applications for the Hong Kong Offer Shares, such amounts to be paid out of the application moneys in respect of the Hong Kong Offer Shares retained under Clause 11.1.

11.3 Subject to the receipt of the applicable monies pursuant to Clause 11.1(a), the Joint Global Coordinators, on behalf of the Company, shall arrange for the payment by the Nominee to the Stock Exchange of a trading fee at the rate of 0.005%, to the Stock Exchange (on behalf of the SFC) of a transaction levy at the rate of 0.0027%, and to the Stock Exchange (on behalf of the Financial Reporting Council) of a Financial Reporting Council transaction levy at the rate of 0.00015%, respectively, of the aggregate Offer Price payable by each of the Company and the subscribers of the Hong Kong Offer Shares, such amount to be paid out of the application monies in respect of the Hong Kong Offer Shares retained under Clause 11.1.

- 11.4 The Company will use its reasonable endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the Hong Kong Branch Share Registrar's Agreement, the Nominee will pay refunds of application monies, and the Hong Kong Branch Share Registrar will arrange for the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Prospectus and the Application Form.
- 11.5 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.
- 11.6 The Company acknowledges and agrees that none of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has any liability whatsoever under Clause 10 or Clause 11 or otherwise for any default by the Nominee or any application or other use of funds by any person whatsoever.

12. TERMINATION AND FORCE MAJEURE

- 12.1 The Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) are entitled to terminate this Agreement by giving written notice at any time before 8:00 a.m. (Hong Kong time) on the Listing Date ("**Termination Time**") to the Company if any of the following events shall occur prior to the Termination Time:
- (a) there comes to the notice of any of the Joint Sponsors, the Joint Global Coordinators or the Hong Kong Underwriters:
 - (1) that any statement contained in any of the Hong Kong Public Offering Documents was, when it was issued, or has become or been discovered to be untrue, incorrect, inaccurate, incomplete in any material respect or misleading, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Hong Kong Public Offering Documents is not fair or honest in any material respect or based on reasonable assumptions; or
 - (2) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute, in the sole and absolute opinion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters), a material omission in any of the Hong Kong Public Offering Documents in the context of the Global Offering; or
 - (3) any breach of any of the obligations imposed on any party to this Agreement (other than those undertaken by the Joint Sponsors and/or the any of the Hong Kong Underwriters) which, in any such case, is considered, in the reasonable opinion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters), to be material and adverse in the context of the Global Offering; or

- (4) any event, act or omission which gives or could reasonably be expected to give rise to any material liability of the Company or any of the Executive Directors and the Covenantors arising out of or in connection with any representations, warranties or undertakings contained in this Agreement; or
 - (5) any contravention by any member of the Group of the Companies (Miscellaneous) Ordinance, the Companies Ordinance, the Companies Act or the Listing Rules which has resulted or would result in a Material Adverse Change; or
 - (6) any material contravention by any member of the Group of, or non-compliance of any of the Hong Kong Public Offering Documents or any aspect of the Global Offering with, the Listing Rules or applicable laws; or
 - (7) any material adverse change, or any development involving a prospective material adverse change, in the assets, liabilities, business, management, prospects, shareholders' equity, results of operations, or financial or trading position or condition of the Group taken as a whole (the "**Material Adverse Change**"); or
 - (8) any breach of, or any event or circumstance rendering untrue or incorrect in any respect, any of the representations, warranties, agreements and undertakings of the Company or any of the Executive Directors and the Covenantors set out in this Agreement;
 - (9) approval of the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the Shares to be issued (including any additional Shares that may be issued pursuant to the exercise of the Over-allotment Option) under 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, qualified (other than by customary conditions) or withheld; or
 - (10) the Company withdraws the Prospectus (and/or other documents issued or used in connection with the Global Offering) or the Global Offering; or
 - (11) any expert (other than the Joint Sponsors) has withdrawn or is subject to withdrawal of its consent to being named in the Prospectus or to the issue of the Prospectus with the inclusion of its reports, letters, summaries of valuations and/or legal opinions (as the case may be); or
- (b) there shall develop, occur, exist or come into effect:
- (1) any local, national, regional or international event or circumstance in the nature of force majeure (including any acts of government, declaration of a national or international emergency or war, calamity, crisis, epidemic, pandemic (including without limitation SARS, MERS, COVID-19,

H5N1, H1N1, swine or avian influenza or such related/mutated forms but excluding such outbreak of diseases, epidemics or pandemics in forms subsisting as of the date of this Agreement which have not materially escalated thereafter), outbreak of disease, economic sanctions, strikes, lock-outs, fire, explosion, flooding, earthquake, volcanic eruption, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism) in or affecting the Cayman Islands, Hong Kong, the PRC, Singapore, the United States, the United Kingdom, the European Union (or any member thereof), or any other jurisdiction relevant to any member of the Group (collectively, the “**Relevant Jurisdictions**” and each, a “**Relevant Jurisdiction**”); or

- (2) any change, or any development involving a prospective change, or any event or circumstance likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, fiscal, regulatory, currency, credit or market conditions (including conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or affecting any of the Relevant Jurisdictions; or
- (3) any moratorium, suspension or restriction (including any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities of the Company or generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or
- (4) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), the PRC, Singapore, the Cayman Islands, New York (imposed at Federal or New York State level or by any other competent authority), London, or the European Union (or any member thereof), or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any of those places or jurisdictions; or
- (5) any new law, or any change or any development involving a prospective change or any event or circumstance likely to result in a change or a development involving a prospective change in (or in the interpretation or application by any court or other competent authority of) existing laws, in each case, in or affecting any of the Relevant Jurisdictions; or
- (6) a change or development involving a prospective change in or affecting taxation or exchange control, currency exchange rates or foreign investment regulations (including a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or

- (7) any litigation or claim of any third party being threatened or instigated against any member of the Group; or
- (8) any executive Director 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
- (9) the chairman of the Board and/or chief executive officer of the Company vacating their offices; or
- (10) an authority in any relevant jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any executive Director; or
- (11) a contravention by any member of the Group of the Listing Rules or applicable laws; or
- (12) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Shares (including any additional Shares that may be issued pursuant to the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (13) non-compliance of the Prospectus (or any other documents used in connection with the contemplated offer and sale of the Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable laws; or
- (14) any materialisation of any of the risks set out in “Risk Factors” in the Prospectus or the occurrence of any such events therein; or
- (15) an order or petition for the winding-up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group,

which, individually or in the aggregate, in the sole and absolute opinion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (aa) has or will have or could reasonably be expected to have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group as a whole; or
- (bb) has or will have or could reasonably be expected to have a material adverse effect on the success of the Global Offering as a whole, or the level of

applications under the Hong Kong Public Offering or the level of interest under the International Placing; or

- (cc) makes or will make or could reasonably be expected to make it inadvisable or inexpedient or impracticable for the Global Offering to proceed or to market the Global Offering; or
- (dd) has or will have or could reasonably be expected to have the effect of making any part of this Agreement (including the 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.

For the purposes of this Clause 12.1, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the US or any change of the value of Hong Kong currency under such system shall be taken as an event resulting in a change in currency conditions.

12.2 Upon the giving of the notice referred to in Clause 12.1 or upon the termination of this Agreement pursuant to the provision of Clause 2.4:

- (a) all the rights and obligations of each of the parties hereto hereunder shall cease and determine with immediate effect, and all payments, if any, made by the Hong Kong Underwriters under this Agreement and/or by applicants for the Hong Kong Offer Shares shall be refunded forthwith (subject to the terms of the Prospectus) without interest;
- (b) no party shall have any claim against any other party or parties in respect of any matter or thing arising out of or in connection with this Agreement, save in respect of the provisions of this Clause 12, Clauses 14 to 25 and any rights or obligations which may be accrued under this Agreement prior to such termination;
- (c) the Company shall pay the fees, costs, charges and expenses for which it is responsible as provided in Clauses 10.1(b) and 10.2 as soon as reasonably practicable and in any event within 14 Business Days from the date of receipt of written demand for payment in accordance with Clauses 10.1(b) and 10.2 of the same; and
- (d) where such termination takes place prior to the Despatch Date, the Company shall use its reasonable endeavours to procure that the Hong Kong Branch Share Registrar shall not despatch or make available for collection certificates for the Shares on the Despatch Date. All certificates in respect of the Shares issued pursuant to this Agreement for the purposes of the Global Offering shall be deemed to be ineffective.

13. DISPOSAL, ISSUE AND REPURCHASE OF SHARES, ETC.

13.1 Each of the Covenantors jointly and severally undertakes to the Company, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters that, save as

(i) pursuant to the Global Offering (including the Over-allotment Option) or the Stock Borrowing Agreement; (ii) pursuant to the exercise of any options under the Pre-IPO Share Option Scheme; or (iii) permitted under the Listing Rules:

- (a) he/she/it shall not, at any time during the period commencing on the date of this Agreement and ending on, and including, the date which is 12 months from the Listing Date (the “**Lock-up Period**”), (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create any encumbrance over, or agree to transfer or dispose of or create any encumbrance over (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong (the “**Banking Ordinance**”)), either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible or exchangeable into or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any such Shares or other securities of the Company or any interest therein) beneficially owned by him/her/it directly or indirectly through his/her/its controlled entities (the “**Relevant Securities**”), or deposit any Relevant Securities with a depositary in connection with the issue of depositary receipts; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Relevant Securities; or (iii) enter into or effect any transaction with the same economic effect as any of the transactions referred to (i) or (ii) above; or (iv) offer to or agree to or announce any intention to enter into or effect any of the transactions referred to in (i), (ii) or (iii) above, whether any of the foregoing transactions referred to in (i), (ii), (iii) or (iv) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not any such arrangement or transaction will be completed within the Lock-up Period), provided that the foregoing restriction shall not apply to any Shares which any of them may acquire or become interested in following the Listing Date (other than any Shares returned under the Stock Borrowing Agreement) and provided further that any such acquisition or disposal would not result in any breach of Rule 8.08 of the Listing Rules;
- (b) until the expiry of the Lock-up Period, in the event that he/she/it enters into any of the transactions referred to in sub-paragraph (a)(i), (ii) or (iii) above, or offers to or agrees to or announces any intention to enter into or effect any such transaction, he/she/it will take all reasonable steps to ensure that such a transaction will not create a disorderly or false market in the Shares or any other securities of the Company;
- (c) he/she/it shall comply with all the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by him/her/it or by the registered holder(s) of the Shares or any other securities of the Company;
- (d) without prejudice to the undertakings as referred to in paragraph (a) above, at any time during the Lock-up Period, he/she/it will:

- (i) when he/she/it pledges or charges or otherwise create any rights or encumbrances over any Relevant Securities in favour of an authorised institution (as defined in the Banking Ordinance) pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform the Company, the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing of such pledge or charge or creation of the rights or encumbrances together with the number of the securities so pledged or charged and all other information as requested by the Company, the Joint Sponsors and/or the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters); and
- (ii) subsequent to the pledge or charge or creation of rights or encumbrances over the Relevant Securities as mentioned in sub-paragraph (i) above, when he/she/it receives any indication, either verbal or written, from any pledgee or chargee that any of the pledged or charged or encumbered securities as referred to in sub-paragraph (i) above will be sold, transferred or disposed of, immediately inform the Company, the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing of such indication(s).

13.2 The Company undertakes to and covenants with the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters that, and each of the Covenantors and the Executive Directors jointly and severally undertakes and covenants with the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters to procure (so far as he/she/it is able to do so) that, without the prior written consent of the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and subject always to the requirements of the Stock Exchange, save for the offer and sale of the Offer Shares, the Capitalisation Issue, the grant of the Over-allotment Option, the issue of Shares upon the exercise of any options under the Pre-IPO Share Option Scheme, the issue of the Over-allotment Shares upon the exercise of the Over-allotment Option, the issue of any Shares which may fall to be issued by way of scrip dividend schemes or similar arrangements in accordance with the memorandum and articles of association of the Company or any consolidation, sub-division or capital reduction of the Shares, at any time during the period commencing on the date of this Agreement and ending on, and including the date that is six months after the Listing Date (the “**First Six-Month Period**”), the Company shall not:

- (a) allot, issue, sell, accept subscriptions for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create any encumbrance over, or agree to transfer or dispose of or create any encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or any securities of the Company or any shares or other securities of such other Group company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any other warrants or other rights to purchase, any Shares or any shares of such other Group company, as applicable), or deposit

any Shares or other securities of the Company or any shares or other securities of such other Group company, as applicable, with a depositary in connection with the issue of depositary receipts, or repurchase any Shares or other securities of the Company or any shares or other securities of such other Group company, as applicable; or

- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company or any shares or other securities of such other Group company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company or any shares or other securities of such other Group company, as applicable); or
- (c) enter into any transaction with the same economic effect as any transaction specified in (a) or (b) above; or
- (d) offer to or agree to or announce any intention to effect any transaction specified in (a) or (b) or (c) above,

in each case, whether any of the transactions specified in (a) or (b) or (c) or (d) above is to be settled by delivery of Shares or other securities of the Company or shares or other securities of such other Group company, as applicable, or in cash or otherwise, at any time during the First Six Month Period. If, during the period of six months commencing on the date on which the First Six-Month Period expires, the Company enters into any of the transactions specified in paragraph (a), (b) or (c) above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create any disorderly or false market in the Shares or any other securities of the Company.

14. INDEMNITIES

- 14.1 The Company, the Covenantors and the Executive Directors jointly and severally agree and undertake to indemnify and hold harmless the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them, for themselves and as trustees for their respective directors, officers and employees (collectively the “**indemnified parties**” and individually, an “**indemnified party**”) against any and all foreseeable claims, actions, liabilities, proceedings or damages which may be made or established against the indemnified parties or any of them by any party including any applicant of the Hong Kong Offer Shares or any subsequent purchaser or transferee of any Hong Kong Offer Shares or any governmental agency or regulatory body, and against all foreseeable and reasonable costs, charges, losses or expenses which the indemnified parties or any of them may suffer or properly incur in disputing any such claim or defending any such action or proceedings, on the grounds of or otherwise arising out of or in connection with:

- (a) the lawful and proper execution, delivery and/or performance by the Joint Sponsors, the Joint Global Coordinators, the Joint Lead Managers, the Joint

Bookrunners and the Hong Kong Underwriters of their respective obligations hereunder; or

- (b) the issue, circulation or distribution of the Hong Kong Public Offering Documents, the International Placing Documents and/or any notices, announcements, advertisements, communications or other documents relating to or connected with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Joint Sponsors, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters or any of them); or
- (c) the allotment and issue of the Hong Kong Offer Shares; or
- (d) any representation, statement of fact or opinion, estimate or forecast made by the Company or the Directors and contained in the Hong Kong Public Offering Documents, the International Placing Documents and/or any notices, announcements, advertisements, communications or other documents relating to or connected with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Joint Sponsors, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters or any of them) being, or being alleged to be, untrue, incomplete, inaccurate or misleading or not honestly or reasonably held in any material respect or the fact or any allegation that the Prospectus does not contain all information of the Global Offering or otherwise required by applicable laws or the Listing Rules to be stated therein or necessary to enable an informed assessment to be made of the assets, liabilities, earnings, financial or trading position or prospects of the Group; or
- (e) any breach by the Company or any of the Executive Directors or the Covenantors of any of the representation, warranties and undertakings contained in this Agreement; or
- (f) the Global Offering failing to comply with the requirements of the Listing Rules, or any law of any applicable jurisdiction, or any condition or term of any approvals and filings in connection with the Global Offering, other than as a result of a breach of obligations hereof by the Joint Sponsors, the Hong Kong Underwriters or any of them; or
- (g) any failure by any of the Company or its Directors to comply with their respective obligations under the Listing Rules in connection with the Global Offering; or
- (h) any act or omission of any member of the Group or the Covenantors in relation to the Global Offering; or
- (i) the breach by any member of the Group or the Covenantors of applicable laws and regulations in connection with the Global Offering; or
- (j) any other matter arising in connection with the Global Offering,

provided that the indemnity contained in this Clause 14.1 shall not apply in respect of an indemnified party to the extent that any such claim, action, liabilities, loss, proceedings or damages made against, or any such reasonable payment, cost and expenses made, suffered or incurred, by such indemnified party arises out of the fraud, gross negligence or wilful default of such indemnified party and provided further that if any of the Hong Kong Underwriters is required to subscribe or procure subscriber(s) to subscribe for Hong Kong Offer Shares pursuant to its obligations hereunder, it shall not be entitled to make a claim under this indemnity for any loss, damage or proper payment, costs or expenses which it has incurred only because it has had to subscribe or procure subscriber(s) to subscribe for such Hong Kong Offer Shares in compliance with its underwriting obligations under this Agreement. The non-application of the indemnity contained in this Clause 14.1 in respect of any one indemnified party shall not affect the application of such indemnity in respect of any other indemnified parties.

- 14.2 If any of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters shall become aware of a claim against them which may give rise to a corresponding claim under the indemnity contained in Clause 14.1, they shall as soon as reasonably practicable give written notice and provide all relevant information thereof to the Company regarding the proposed course of action, provided, however, that the omission to so notify the Company shall not relieve the Company from any liability which the Company and the Covenantors may have to any indemnified party under this Clause 14 or otherwise. The Company and the Covenantors may participate at their expense in the defence of such claims including appointing counsel at their expense to act for it in such claims; provided, however, that except with the consent of the Joint Global Coordinators (on behalf of the indemnified parties), that counsel to the Company and the Covenantors shall not also be the counsel to the indemnified parties. Unless the Joint Global Coordinators (on behalf of any indemnified parties) consent (such consent not to be unreasonably withheld or delayed) to the counsel to the Company and the Covenantors acting as the counsel to such indemnified parties in such claims, the Joint Global Coordinators (on behalf of such indemnified parties) shall have the right to appoint their own separate counsel in such claims. The fees and expenses of separate counsel to any indemnified parties shall be borne by the Company and paid as incurred.
- 14.3 The indemnity in this Clause 14 shall remain in full force and effect notwithstanding completion of the Global Offering or the termination of this Agreement whether pursuant to Clause 2, Clause 12 or otherwise.

15. NO RIGHTS OF CONTRIBUTION OR LIABILITY

- 15.1 Each of the Covenantors and the Executive Directors hereby irrevocably and unconditionally agrees with the Company, the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that he/she/it:
- (a) waives any right of contribution or recovery or any claim, demand or action he/she/it may have or be entitled to take against the Company or any other members of the Group or any of the other Covenantors or Executive Directors as a result of any claim or demand or action suffered or incurred by him/her/it, whether alone or jointly with any of the other Covenantors and Executive

Directors, as the case may be, in consequence of him/her/it entering into this Agreement or otherwise with respect to any act or matter in connection with the Global Offering; and

- (b) acknowledges and agrees that neither the Company nor any other member of the Group shall have any liability to him/her/it whatsoever, whether alone or jointly with any of the other Covenantors and Executive Directors, as the case may be, under the provisions of this Agreement or otherwise in respect of any act or matter in connection with the Global Offering.

16. ANNOUNCEMENTS

- 16.1 Subject as required by applicable law, rules or codes or by any relevant regulatory, judicial or governmental body (including, without limitation, the Stock Exchange), during the period from the date hereof up to and including the Despatch Date and for a period of three months thereafter, no announcement, circular or prospectus by or on behalf of the Company relating to the Global Offering or any matter contemplated in this Agreement or ancillary matter hereto shall be issued or despatched or published without the prior written approval of the Joint Global Coordinators (for themselves and on behalf of the Joint Sponsors and the Hong Kong Underwriters), such approval not to be unreasonably withheld or delayed, and any such announcement, circular or prospectus approved in writing by the Joint Global Underwriters (for themselves and on behalf of the Joint Sponsors and the Hong Kong Underwriters) shall be made on such reasonable terms and in such a manner as may be agreed by the Joint Global Coordinators (for themselves and on behalf of the Joint Sponsors and the Hong Kong Underwriters), and such agreement not to be unreasonably withheld or delayed.
- 16.2 The Company, the Executive Directors and the Covenantors hereby undertake to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use their best endeavours and to the extent legally permissible, to provide (subject to any restrictions under applicable laws, rules or court order prohibiting the Company or any Executive Director or Covenantor from doing so) all such relevant information known to them or which on reasonable enquiry ought to be known to them and relating to the Group or otherwise as may be reasonably required by the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters for the purpose of complying with any applicable requirement of law or the Stock Exchange in relation to the Global Offering and/or any of the matters referred to in Clause 16.1.

17. TIME OF THE ESSENCE

- 17.1 Time shall be of the essence in respect of this Agreement, both as to times, dates and periods mentioned herein and as to any times, dates or periods which may by agreement in writing be substituted therefor which in the case of the Hong Kong Underwriters may be agreed to by the Joint Global Coordinators on their behalf.

18. WAIVER

- 18.1 The failure of any party hereto to enforce or to exercise at any time or for any period of time, any term or any right of this Agreement does not constitute and shall not be

construed as, a waiver of such term or right and shall not in any way affect that party's right later to enforce or exercise it or against some other party under the same obligation. 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 rights, powers and remedies (whether provided by laws or otherwise). The Company agrees and acknowledges that any consent by, or knowledge of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Hong Kong Underwriters or any of them, to the delivery to investors of any amendments or supplements to the Prospectus subsequent to its distribution will not (i) constitute a waiver of any Condition; or (ii) result in the loss of any right by the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, or the Hong Kong Underwriters to terminate this Agreement; or (iii) have the effect of amending or updating any of the Warranties.

- 18.2 To the extent that any of the Company, the Executive Directors and/or the Covenantors may in any proceedings in any jurisdiction arising out of or in connection with this Agreement or in any proceedings in any jurisdiction taken for the enforcement of any determination, decision, order or award made in such proceedings claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (sovereign or otherwise) from suit or other legal process (including, without limitation, arbitration proceedings) and all forms of execution, attachment or enforcement 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), each of the Company, the Executive Directors and the Covenantors hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

19. ASSIGNMENT, VARIATION AND COUNTERPARTS

- 19.1 This Agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors.
- 19.2 Each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign to any Affiliates the benefit of the representations, warranties and undertakings contained herein (in whole or in part). Save as aforesaid, no party hereto may assign or transfer any of his or her or its rights or obligations under this Agreement.
- 19.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- 19.4 This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its 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.

20. NOTICES

- 20.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively “**communication**” in this Clause 20) shall be in writing and may be served or given personally or sent to the address (including cable address) or facsimile number (if any) or email address (if any) stated after the relevant party’s name at the beginning of this Agreement or, where relevant, in Schedules 1 and 2, or to such other address(es) (which must be in Hong Kong), facsimile number(s) or email address(es) as may have been last notified in writing by such party to the party serving the communication specifically referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Facsimile/email	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

- 20.2 A communication served in accordance with Clause 20.1 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee’s address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee’s address or that the communication was properly transmitted by facsimile or email to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine. In the case of email transmission, such transmission shall be deemed properly transmitted upon despatch provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.
- 20.3 Nothing in this Clause 20 shall preclude the service of communication or the proof of such service by any mode permitted by law.

21. PROCESS AGENT

- 21.1 Auto King hereby irrevocably appoints Ng Kun Seng Chris of Room C, 16/F, Block 2, Sunshine Plaza, 17 Sung On Street, Hung Hom, Kowloon, Hong Kong (the “**Process Agent**”) as its agent to accept service of legal process out of the courts of Hong Kong in connection with this Agreement and further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the other parties to this Agreement informed of the name and address of such agent. Service on the Process Agent (or its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on the relevant appointor.

22. GOVERNING LAW

- 22.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and each of the parties hereto hereby submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith. Each of the Company, the Covenantors and the Executive Directors hereby irrevocably waives any objection any of them may at any time have to the laying of the venue of any proceeding in the courts of Hong Kong and any claims that any proceedings have been brought in an inconvenient forum.
- 22.2 The submission to the non-exclusive jurisdiction of the Hong Kong courts shall not limit the right of any party to take any suit, action or proceeding against any of the other parties hereto in whatsoever jurisdictions which shall to it seem fit nor shall the taking of any such suit, action or proceeding in any one or more jurisdictions preclude the taking of suit, action or proceeding in any other jurisdictions, whether concurrently or not.
- 22.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Under no circumstances shall consent from any person other than the parties to this Agreement be required to rescind or terminate this Agreement or to vary any term contained herein.

23. AUTHORITY TO THE JOINT GLOBAL COORDINATORS

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

24. TAXATION

All payments to be made by the Company 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 law to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

25. ANTI-BRIBERY

- 25.1 Each party hereby undertakes not to commit any form of bribery and corruption whether by itself, its directors, officers, employees or agents (if applicable) at all times in connection with and throughout the course of this Agreement and thereafter, whether in Hong Kong or elsewhere.
- 25.2 All parties confirm and acknowledge that they must comply with the Prevention of

Bribery Ordinance (POBO) of Hong Kong. They must not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing in future) in any way connected with this Agreement.

SCHEDULE 1

Part A

THE EXECUTIVE DIRECTORS

Name	Address
Ms. Wu Haimei (吴海梅)	Room 0902, Building 12, Haiyu Garden, Xiguan, Guangzhou, PRC Email: wuhaimei@baidemed.com
Ms. Qiu Quan (邱荃)	Room 408, 45 Baiyuan Road, Yuexiu District, Guangzhou, PRC Email: qiuquan@baidemed.com
Mr. Hou Wei (侯偉)	102, No. 21, Lane 88, Shengxin Xihuan Road, Ludi International Home, Huaqiao Town, Kunshan City, PRC Email: houwei@baidemed.com

Part B

THE COVENANTORS

<u>Name</u>	<u>Residential /registered address</u>
Ms. Wu Haimei (吴海梅)	Room 0902, Building 12, Haiyu Garden, Xiguan, Guangzhou, PRC Email: wuhaimei@baidemed.com
AUTO KING INTERNATIONAL LIMITED	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands Email: wuhaimei@baidemed.com

SCHEDULE 2

Part A

The Joint Global Coordinators

Name	Address, facsimile number and email address	Role(s) in the Global Offering
BOCI Asia Limited	26th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong Attn: BOCI ECM Facsimile no.: (852) 2973 6309 Email: HK-IBD-ECM@bocigroup.com	Joint Sponsor, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong Attn: ECM Facsimile no.: (852) 3698 6386 Email: ecm@chinastock.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong Attn: ECM Team Facsimile no.: (852) 2235 7152 Email: aaron.chang@cinda.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Zhongtai International Securities Limited	19/F Li Po Chun Chambers, 189 Des Voeux Road Central, Central, Hong Kong Attn: ZT ECM Facsimile no.: (852) 2769 5966 Email: project.venus_ecm@ztsc.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter

Part B

The Joint Bookrunners

Name	Address, facsimile number and email address	Role(s) in the Global Offering
BOCI Asia Limited	26th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong Attn: BOCI ECM Facsimile no.: (852) 2973 6309 Email: HK-IBD-ECM@bocigroup.com	Joint Sponsor, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Everbright Securities (HK) Limited	12/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong Attn: Jill Chou / Coco Li Facsimile no.: (852) 2106 8620 / 21068825 Email: ecm@ebshk.com	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong Attn: ECM Facsimile no.: (852) 3698 6386 Email: ecm@chinastock.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Industrial Securities International Capital Limited	32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Attn: ECM Department Facsimile no.: (852) 2509 0099 Email: edwin.lee@xyzq.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong Attn: ECM Team	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter

Name	Address, facsimile number and email address	Role(s) in the Global Offering
	Facsimile no.: (852) 2235 7152 Email: aaron.chang@cinda.com.hk	
Eddid Securities and Futures Limited	21/F, Citic Tower, 1 Tim Mei Avenue, Central, Hong Kong Attn: Catherine Fong Facsimile no.: (852) 3572 0052 Email: catherine.fong@eddid.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Guosen Securities (HK) Capital Company Limited	Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong Attn: Zhao Chen Facsimile no.: (852) 2899 8300 Email: zhaochen@guosen.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Huatai Financial Holdings (Hong Kong) Limited	62/F., The Center, 99 Queen's Road, Central, Hong Kong Attn: ECM team Facsimile no.: (852) 2180 7970 Email: ecm@htsc.com	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Valuable Capital Limited	3601, 36/F, China Merchants Tower Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong Attn: Irene Zhou Email: irene.zhou@valuable.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Zhongtai International Securities Limited	19/F Li Po Chun Chambers, 189 Des Voeux Road Central, Central, Hong Kong Attn: ZT ECM Facsimile no.: (852) 2769 5966	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter

Name	Address, facsimile number and email address	Role(s) in the Global Offering
	Email: project.venus_ecm@ztsc.com.hk	

Part C

The Joint Lead Managers

Name	Address, facsimile number and email address	Role(s) in the Global Offering
BOCI Asia Limited	26th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong Attn: BOCI ECM Facsimile no.: (852) 2973 6309 Email: HK-IBD-ECM@bocigroup.com	Joint Sponsor, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Everbright Securities (HK) Limited	12/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong Attn: Jill Chou / Coco Li Facsimile no.: (852) 2106 8620 / 21068825 Email: ecm@ebshk.com	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong Attn: ECM Facsimile no.: (852) 3698 6386 Email: ecm@chinastock.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
China Industrial Securities International Capital Limited	32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Attn: ECM Department Facsimile no.: (852) 2509 0099 / Email: edwin.lee@xyzq.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong Attn: ECM Team	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter

Name	Address, facsimile number and email address	Role(s) in the Global Offering
	Facsimile no.: (852) 2235 7152 Email: aaron.chang@cinda.com.hk	
Eddid Securities and Futures Limited	21/F, Citic Tower, 1 Tim Mei Avenue, Central, Hong Kong Attn: Catherine Fong Facsimile no.: (852) 3572 0052 Email: catherine.fong@eddid.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Guosen Securities (HK) Capital Company Limited	Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong Attn: Zhao Chen Facsimile no.: (852) 2899 8300 Email: zhaochen@guosen.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Huatai Financial Holdings (Hong Kong) Limited	62/F., The Center, 99 Queen's Road, Central, Hong Kong Attn: ECM team Facsimile no.: (852) 2180 7970 Email: ecm@htsc.com	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Valuable Capital Limited	3601, 36/F, China Merchants Tower Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong Attn: Irene Zhou Email: irene.zhou@valuable.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter
Zhongtai International Securities Limited	19/F Li Po Chun Chambers, 189 Des Voeux Road Central, Central, Hong Kong Attn: ZT ECM Facsimile no.: (852) 2769 5966	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter

Name	Address, facsimile number and email address	Role(s) in the Global Offering
	Email: project.venus_ecm@ztsc.com.hk	
ZMF Asset Management Limited	Unit 2502 25/F World Wide House, 19 Des Voeux Road Central, Central, Hong Kong Attn: Andrew Chan Facsimile no.: (852) 3973 8282 Email: Andrew.chan@zmfg-hk.com	Joint Lead Manager and Hong Kong Underwriter

Part D

The Hong Kong Underwriters

Name	Address, facsimile number and email address	Role(s) in the Global Offering	Hong Kong Public Offering Underwriting Commitment (Percentage of total Hong Kong Offer Shares)
BOCI Asia Limited	26th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong Attn: BOCI ECM Facsimile no.: (852) 2973 6309 Email: HK-IBD-ECM@bocigroup.com	Joint Sponsor, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	The Hong Kong Public Offering Underwriting Commitment of each of the Hong Kong Underwriters shall be determined in accordance with the International Underwriting Agreement.
China Everbright Securities (HK) Limited	12/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong Attn: Jill Chou / Coco Li Facsimile no.: (852) 2106 8620 / 21068825 Email: ecm@ebshk.com	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong Attn: ECM Facsimile no.: (852) 3698 6386 Email: Ecm@chinastock.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
China Industrial Securities International Capital Limited	32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Attn: ECM Department	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	

Name	Address, facsimile number and email address	Role(s) in the Global Offering	Hong Kong Public Offering Underwriting Commitment (Percentage of total Hong Kong Offer Shares)
	Facsimile no.: (852) 2509 0099 Email: edwin.lee@xyzq.com.hk		
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong Attn: ECM Team Facsimile no.: (852) 2235 7152 Email: aaron.chang@cinda.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
Eddid Securities and Futures Limited	21/F, Citic Tower, 1 Tim Mei Avenue, Central, Hong Kong Attn: Catherine Fong Facsimile no.: (852) 3572 0052 Email: catherine.fong@eddid.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
Guosen Securities (HK) Capital Company Limited	Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong Attn: Zhao Chen Facsimile no.: (852) 2899 8300 Email: zhaochen@guosen.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
Huatai Financial Holdings (Hong Kong) Limited	62/F., The Center, 99 Queen's Road, Central, Hong Kong Attn: ECM team Facsimile no.: (852) 2180 7970	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	

Name	Address, facsimile number and email address	Role(s) in the Global Offering	Hong Kong Public Offering Underwriting Commitment (Percentage of total Hong Kong Offer Shares)
	Email: ecm@htsc.com		
Valuable Capital Limited	3601, 36/F, China Merchants Tower Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong Attn: Irene Zhou Email: irene.zhou@valuable.com.hk	Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
Zhongtai International Securities Limited	19/F Li Po Chun Chambers, 189 Des Voeux Road Central, Central, Hong Kong Attn: ZT ECM Facsimile no.: (852) 2769 5966 Email: project.venus_ecm@ztsc.com.hk	Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, and Hong Kong Underwriter	
ZMF Asset Management Limited	Unit 2502 25/F World Wide House, 19 Des Voeux Road Central, Central, Hong Kong Attn: Andrew Chan Facsimile no.: (852) 3973 8282 Email: Andrew.chan@zmfg-hk.com	Joint Lead Manager and Hong Kong Underwriter	

SCHEDULE 3

THE PRICE DETERMINATION AGREEMENT

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED

(百德医疗投资控股有限公司)

17th Floor, Tower B

China International Center

No. 33 Zhongshan 3rd Road

Yuexiu District, Guangzhou

PRC 510055

Dear Sirs,

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED (百德医疗投资控股有限公司) (the “Company”)

International Placing and Hong Kong Public Offering of 248,000,000 Shares of nominal value of HK\$0.01 each in the share capital of the Company (the “Global Offering”)

We refer to the Hong Kong Public Offering underwriting agreement dated [●] (the “**Hong Kong Underwriting Agreement**”) and the International Placing underwriting agreement (the “**International Underwriting Agreement**”) entered into in relation to the above by, among others, the Company and the Joint Global Coordinators. This is the Price Determination Agreement referred to in the Hong Kong Underwriting Agreement and the International Underwriting Agreement. Capitalised terms in this letter shall bear the same meaning as such terms are defined in the Hong Kong Underwriting Agreement and the International Underwriting Agreement.

We confirm that it has been agreed by the Company and the Joint Global Coordinators (for themselves and on behalf of the Underwriters) that the Offer Price per Offer Share (exclusive of the related brokerage at the rate of 1%, the SFC transaction levy at the rate of 0.0027%, the Stock Exchange trading fee at the rate of 0.005% and the Financial Reporting Council transaction levy at the rate of 0.00015%) under the Global Offering shall be HK\$[●] per Offer Share.

The amount of Incentive Fee payable to the Underwriters shall be HK\$[●].

This letter may be executed in any number of counterparts and by each party on separate counterparts.

Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this letter by e-mail (pdf) or telecopy shall be as effective as delivery of a manually executed counterpart of this letter.

This letter shall be governed by and construed in accordance with the laws of Hong Kong.

Please confirm your agreement on the Offer Price per Offer Share as set out above by signing and returning to us a copy of this letter.

Yours faithfully,

THE JOINT GLOBAL COORDINATORS

SIGNED by)
for and on behalf of)
BOCI ASIA LIMITED)
in the presence of:)

THE JOINT GLOBAL COORDINATORS

SIGNED by)
for and on behalf of)
CHINA GALAXY INTERNATIONAL)
SECURITIES (HONG KONG))
CO., LIMITED)
in the presence of:)

THE JOINT GLOBAL COORDINATORS

SIGNED by)
for and on behalf of)
CINDA INTERNATIONAL)
CAPITAL LIMITED)
in the presence of:)

THE JOINT GLOBAL COORDINATORS

SIGNED by)
for and on behalf of)
ZHONGTAI INTERNATIONAL)
SECURITIES LIMITED)
in the presence of:)

Confirmed and accepted by:

For and on behalf of

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED

(百德医疗投资控股有限公司)

Name:

Title:

SCHEDULE 4

THE CONDITIONS PRECEDENT DOCUMENTS

Part A

- (A) Four certified copies of each of (i) the certificate of incorporation of the Company; (ii) the memorandum of association of the Company conditionally adopted on 11 September 2022 with effect from the Listing Date; (iii) the articles of association of the Company conditionally adopted on 11 September 2022 with effect from the Listing Date; and (iv) the Certificate of Registration of Non-Hong Kong Company issued to the Company under Part 16 of the Companies Ordinance
- (B) Four certified copies of the minutes of the meeting or resolutions of the Board and, if applicable, of a meeting of a duly authorised executive committee of the Board, approving, among other matters:
 - (1) the Global Offering, including the grant of the Over-allotment Option, and the allotment and issue of Shares pursuant to the Over-allotment Option;
 - (2) the Prospectus and the Application Form;
 - (3) this Agreement and each of the Receiving Bank Agreement, the EIPO Agreement and the Hong Kong Branch Share Registrar's Agreement, and the execution thereof by the Company;
 - (4) the registration with the Registrar of Companies in Hong Kong of the Prospectus and the Application Form;
 - (5) the International Underwriting Agreement (subject to any necessary amendments) together with all other documents necessary for the International Placing, and the execution thereof by the Company;
 - (6) the issue, publication and distribution of the Prospectus and the Application Form (subject to any necessary amendments);
 - (7) the fixing of the Offer Price;
 - (8) the material contracts as referred to in "Appendix IV – Statutory and General Information – B. Further Information about Our Business – 1. Summary of material contracts" in the Prospectus to which any member of the Group is a party (the "**Material Contracts**"), and the execution on behalf of and the performance by the relevant member of the Group of its obligations under each of such contracts;
 - (9) the verification notes in respect of the verification of the contents of the Prospectus prepared by Chung's Lawyers in association of DeHeng Law Offices and King & Wood Mallesons (the "**Verification Notes**"); and

- (10) the memorandum of the Board on profit forecast for the period ending 31 December 2022 and working capital forecast for the 17 months ending 31 October 2023 (the “**Forecast Memorandum**”);
- (C) Four certified copies of the resolutions in writing of the Shareholders passed on 11 September 2022 as referred to in “Appendix IV – Statutory and General Information – A. Further Information about Our Company – 3. Written resolutions of our Shareholders” in the Prospectus
- (D) Four certified copies of the minutes of the meeting(s) or the written resolutions of the director(s) of Auto King approving this Agreement, such other documents as may be required to be executed by it pursuant to this Agreement or otherwise in connection with the Global Offering, and the Material Contracts to which it is a party, and authorising the execution on behalf of and the performance by it of its obligations under each of such agreements, contracts or documents
- (E) Four certified copies of each of the Hong Kong Branch Share Registrar’s Agreement
- (F) Four certified copies of the Receiving Bank Agreement
- (G) Four certified copies of the EIPO Agreement
- (H) Four certified copies of (1) the service agreement entered into between the Company and each of the Executive Directors; and (2) the appointment letter signed by the Company with each of the non-executive Director and independent non-executive Directors
- (I) Four printed copies of each of the Prospectus and the Application Form in English and Chinese, each duly signed by two Directors or their respective duly authorised agents and, if signed by their respective duly authorised agents, certified copies of the relevant authorisation documents (to the extent not covered under item (K) below)
- (J) Four originals of the execution pages of the Verification Notes duly signed by or on behalf of the Company, each Director, Michael Li & Co., Conyers, Frost & Sullivan and Hills & Co.
- (K) Four certified copies of the responsibility letter, the power of attorney and the statement(s) of interests, addressed to the Company, the Joint Sponsors, the Joint Global Coordinators (for themselves and on behalf of the Underwriters), the Joint Bookrunners and the Joint Lead Managers, from each of the Directors confirming his/her responsibility for the contents of the Prospectus in the terms of the responsibility statement contained in the Prospectus and his/her interest relating to the Group as disclosed in the Prospectus
- (L) Four certified copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus and the Application Form
- (M) Four certified copies of the letter from the Stock Exchange to the Companies Registry in Hong Kong authorising the registration of the Prospectus and the Application Form

- (N) Four copies of the written notification issued by HKSCC confirming that the Shares will be accepted as eligible securities by HKSCC for clearance, settlement, deposit and withdrawal in CCASS
- (O) Four originals or certified copies of the accountants' report to be dated as at the Prospectus Date and made by the Reporting Accountants, the text of which is as contained in Appendix I to the Prospectus
- (P) Four originals or certified copies of each of the letters to be dated as at the Prospectus Date from the Reporting Accountants addressed to the Board regarding the indebtedness statement as contained in the Prospectus and the statement of sufficiency of working capital as contained in the Prospectus, respectively
- (Q) Four originals or certified copies of the HKSIR400 comfort letter to be dated as at the Prospectus Date from the Reporting Accountants addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters in connection with the selected financial information and changes in financial position set out in the Prospectus
- (R) Four originals or certified copies of the report to be dated as at the Prospectus Date from the Reporting Accountants in connection with the unaudited pro forma financial information of the Group, the text of which is contained in Appendix II to the Prospectus
- (S) Four originals or certified copies of the letter from Conyers addressed to the Company and copying the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters with respect to matters of Cayman Islands law referred to in Appendix III to the Prospectus and in respect of (i) estate duty in the Cayman Islands; and (ii) the ability of the Company to purchase its own shares
- (T) Four originals or certified copies of the letter from each expert setting forth the consent as described in "Appendix IV – Statutory and General Information – E. Other Information – 7. Consents of experts" in the Prospectus to the issue of the Prospectus with the inclusion of its report and/or letter and/or legal opinion (as the case may be), all of which are dated the date of the Prospectus and made for incorporation in the Prospectus, and references to its name included in the form and context in which it respectively appears
- (U) Four certified copies of the Material Contracts (other than this Agreement)
- (V) Four originals or certified copies of the certificate issued by the relevant translator(s) as to the accuracy of the Chinese translation of the Prospectus and the Application Form together with a certificate of the Joint Sponsors as to the competency of such translators in respect of such translation
- (W) Four certified copies of the undertaking given by each of Ms. Wu and Auto King to the Company and the Stock Exchange pursuant to note 3 to Rule 10.07(2) of the Listing Rules

- (X) Four certified copies of the undertaking from the Directors pursuant to Rule 10.06(1)(b)(vi) of the Listing Rules
- (Y) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Hills & Co. and addressed to the Company, in respect of, among others, (i) the Reorganisation (other than the Reorganisation took place in Hong Kong); (ii) the due incorporation and subsistence of the PRC subsidiaries of the Group; (iii) various contracts and operation of the Group; (iv) the properties owned and leased by the Group and (v) other affairs of the Group under the PRC laws, and such matters as the Joint Sponsors and the Joint Global Coordinators may request in form and substance satisfactory to the Joint Sponsors and the Joint Global Coordinators (on behalf of the Hong Kong Underwriters)
- (Z) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Tian Yuan Law Firm, and addressed to the Company, in respect of, among others, the intellectual property rights of the Group under PRC laws, and such matters as the Joint Sponsors and the Joint Global Coordinators may request in form and substance satisfactory to the Joint Sponsors and the Joint Global Coordinators (on behalf of the Hong Kong Underwriters)
- (AA) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Jun Nan Law Firm, and addressed to Baide (Suzhou) Medical Company Limited (百德(蘇州)醫療有限公司) (“**Baide Suzhou**”), in respect of, among others, the litigation cases against the Group, and such matters as the Joint Sponsors and the Joint Global Coordinators may request in form and substance satisfactory to the Joint Sponsors and the Joint Global Coordinators (on behalf of the Hong Kong Underwriters)
- (BB) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Conyers and addressed to the Company and copying the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters, in respect of the use of the Chinese name by the Company under the Cayman Islands law
- (CC) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Conyers and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters, in respect of, among others, (i) the due incorporation and good standing and relevant searches of the Company; and (ii) the due execution by and enforceability against the Company of this Agreement under the Cayman Islands law
- (DD) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Conyers and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters, in respect of, among others, (i) the estate duty in the BVI; and (ii) the due incorporation and good standing and relevant searches of Tycoon Choice Global Limited, the subsidiary of the Company incorporated in the BVI
- (EE) Four signed originals or certified copies of the legal opinion to be dated the Prospectus Date, issued by Conyers and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters, in respect of, among others, (i) the due incorporation and good standing and relevant searches of Auto King; and (ii)

the due execution by and enforceability against Auto King of each of this Agreement, and the Deed of Indemnity and the Deed of Non-Competition (both as defined in the Prospectus) and (as the case may be) the Stock Borrowing Agreement under the BVI law

- (FF) Four signed originals of the legal opinion as to Hong Kong laws dated the Prospectus Date from the legal advisor to the Company as to Hong Kong Laws addressed to the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in respect of such matters as the Joint Sponsors and the Joint Global Coordinators may request in form and substance satisfactory to the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters)
- (GG) Four originals of the letter signed by all executive Directors or their respective duly authorised agent and addressed to the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters confirming that, save to the extent superseded by subsequent disclosures to the Stock Exchange in writing or in the Prospectus, all written replies to queries from the Stock Exchange in connection with the application for listing of the Shares given by the Joint Sponsors or other parties involved in the Global Offering remain true and accurate in all material respects and not misleading
- (HH) Four originals or certified copies of the internal control review report issued by Shinewing Risk Services Limited, the internal control consultant to the Company
- (II) Four originals or certified copies of the industry report issued by Frost & Sullivan Limited, the industry consultant to the Company
- (JJ) Four certified copies of the compliance advisor agreement entered into between the Company and Zhongtai

Part B

- (A) Four originals or certified copies of the bring-down HKSIR400 comfort letter to be dated the Listing Date, issued by the Reporting Accountants and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Underwriters in connection with the selected financial information and changes in financial position set out in the Prospectus
- (B) Four originals or certified copies of the legal opinion to be dated the Listing Date, issued by Hills & Co. and addressed to the Company, in respect of the matters referred to in paragraph (Y) of Part A of this Schedule
- (C) Four originals or certified copies of the legal opinion to be dated the Listing Date, issued by Tian Yuan Law Firm and addressed to the Company, in respect of the matters referred to in paragraph (Z) of Part A of this Schedule
- (D) Four originals or certified copies of the legal opinion to be dated the Listing Date, issued by Jun Nan Law Firm and addressed to Baide Suzhou, in respect of the matters referred to in paragraph (AA) of Part A of this Schedule
- (E) Four originals or certified copies of the Cayman Islands legal opinion to be dated the Listing Date, issued by Conyers and addressed to the Company and copying the Joint Sponsors, the Joint Global Coordinators and the Underwriters, in respect of the matters referred to in paragraph (BB) of Part A of this Schedule
- (F) Four originals or certified copies of the Cayman Islands legal opinion to be dated the Listing Date, issued by Conyers and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Underwriters, in respect of the matters referred to in paragraph (CC) of Part A of this Schedule
- (G) Four originals or certified copies of the BVI legal opinion to be dated the Listing Date, issued by Conyers and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Underwriters, in respect of the matters referred to in paragraph (DD) of Part A of this Schedule
- (H) Four originals or certified copies of the BVI legal opinion to be dated the Listing Date, issued by Conyers and addressed to the Company, the Joint Sponsors, the Joint Global Coordinators and the Underwriters, in respect of the matters referred to in paragraph (EE) of Part A of this Schedule
- (I) Four originals of the legal opinion to be dated the Listing Date, issued by the legal advisers of the Company as to Hong Kong laws and addressed to the Joint Sponsors, the Joint Global Coordinators and the Underwriters, in respect of the matters referred to in paragraph (FF) of Part A of this Schedule
- (J) Four originals of a closing certificate dated the Listing Date and issued by the Company, in the form set out in Part A of Schedule 7
- (K) Four originals of a closing certificate dated the Listing Date and issued by the Covenantors in the form set out in Part B of Schedule 7

- (L) Four originals of a closing certificate dated the Listing Date and issued by the Executive Directors in the form set out in Part C of Schedule 7
- (M) Four originals of a closing certificate dated the Listing Date and issued by the Executive Directors and the chief financial officer of the Company in the form set out in Part D of Schedule 7
- (N) Four certified copies of the resolutions of the Board or a duly authorised committee of the Board approving, among other things, the final Offer Price, the execution of the Price Determination Agreement, the basis of allotment and allotment of the Offer Shares to the allottees, and the issue and allotment of the Offer Shares and the Shares under the Capitalisation Issue
- (O) Four certified copies of Form B in Appendix 5 to the Listing Rules signed by each of the Directors
- (P) Four certified copies of Form F in Appendix 5 to the Listing Rules signed by a Director and the company secretary of the Company
- (Q) Four certified copies of the articles of association of the Company which were conditionally adopted by its shareholders with effect from the Listing Date
- (R) Four originals or certified copies of the Stock Borrowing Agreement duly signed by the parties thereto
- (S) Four originals or certified copies of the Price Determination Agreement duly signed by the parties thereto
- (T) Four copies of the letter from the Stock Exchange approving the listing of the Shares on the Stock Exchange

SCHEDULE 5

THE WARRANTIES

1. Capacity and this Agreement

- 1.1 Each of the members of the Group is duly incorporated or, as the case may be, established and validly existing under the laws of its place of incorporation or establishment with power to own their respective assets and to conduct its business in the manner presently conducted.
- 1.2 This Agreement constitutes or will, when executed and delivered, constitute and any other documents required to be executed by each member of the Group pursuant to the provisions of this Agreement will, when executed and delivered, constitute valid and binding obligations of the Company or the relevant Group company enforceable in accordance with their respective terms.
- 1.3 Recitals (A) to (H) (other than Recital (D) to the extent that it relates to the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters) to this Agreement are true and accurate in all respects and pending the despatch of the certificates for the Offer Shares to successful applicants under the Global Offering, no change will be made in the authorised or issued share capital of the Company save only as referred to in the Prospectus.
- 1.4 All particulars set out in Schedule 1 are true and accurate in all respects.

2. The Prospectus

- 2.1 All information in writing supplied by the Company, the Directors or any of them to the Joint Sponsors, the Joint Global Coordinators, the Hong Kong Underwriters, their legal advisers and the Reporting Accountants and for the purpose of the Global Offering (including without limitation the accountant's report referred to in Appendix I to the Prospectus and the unaudited pro forma financial information as contained in Appendix II to the Prospectus), save to the extent superseded by subsequent disclosures to any of them and subject to and as qualified by the matters disclosed in the Prospectus, is true and accurate in all material respects and all forecasts and estimates have been prepared after due, careful and proper consideration, are fair and reasonable and represent expectations honestly held based on facts known to the Company and/or the Directors and there are no other material assumptions or bases on which such forecasts or estimates are based other than those set out therein.
- 2.2 All statements of fact and representations contained in the Prospectus are true and accurate in all material respects and there are no facts known or which on reasonable enquiry would have been known to the Company, any of the Directors or the Covenantors which are not disclosed in the Prospectus and the omission of which would make any statement therein misleading or which in the context of the Global Offering is or may be material for disclosure therein.

- 2.3 The statements, forecasts, estimates, projections, milestones and the expressions of opinion, intention and expectation of the Directors and of the Company contained in the Prospectus have been made after due, careful and proper consideration, are fair and reasonable in all material respects and are based on facts known to the Directors (or any of them) and the Company.
- 2.4 Subject to and as qualified by the matters disclosed in the Prospectus, the Prospectus contains all information and particulars required (including, without limitation, with regard to the risk factors, history, business and future plans and prospects of the Group and use of proceeds of the Global Offering) to comply with all statutory and other provisions in Hong Kong and the Cayman Islands so far as applicable and the requirements of the Stock Exchange and the offer of the Offer Shares in accordance with the Prospectus will comply with the Companies Ordinance, Companies (Miscellaneous) Ordinance, the Companies Act, the requirements of the Stock Exchange and all other applicable regulations in the Cayman Islands and Hong Kong and, to the best of the knowledge, information and belief of the Company, the Executive Directors and the Covenantors, will not involve any breach of or default under any agreement, trust deed or instrument to which the Company is a party or by which it is bound.
- 2.5 The Prospectus contains all such material information as subscribers or applicants of any of the Offer Shares and their professional advisers would reasonably require, and reasonably expect to find there, for the purposes of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Group and of the rights attaching to the Shares.
- 2.6 The replies to the verification notes prepared by Chung's Lawyers in association with DeHeng Law Offices and King & Wood Mallesons in connection with the Global Offering which are the responsibility of the Company or the Directors have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and all such replies and the replies of the Directors have been given in good faith and after appropriate enquiry and such replies are true and accurate in all material respects and are not misleading.
- 2.7 No information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendices I and II to the Prospectus and all information given to the Reporting Accountants for such purposes was given in good faith and, to the best of the knowledge, information and belief of the Company and the Executive Directors after due, proper and careful consideration, such report show a true and fair view of the results and cash flow of the Group for the periods reported on.
- 2.8 No information was withheld from the Reporting Accountants or the Joint Sponsors for the purposes of their review of the Company's working capital projections or their review of the Company's financial reporting procedures.
- 2.9 No information requested from the Company by the Joint Sponsors and/or the Company's Hong Kong, PRC, BVI or Cayman Islands legal counsel or the legal advisers to the Underwriters, technical advisers, internal control consultant and/or industry consultant for the purpose of their reports, letters, certificates and/or opinions to the Company and which was then available to the Company was withheld from any

of them and none of the Directors and the Company disagree with such reports, letters, certificates and opinions, and the opinions attributed to the Directors in such reports, letters or certificates are honestly held by the Directors and are fairly based upon facts within their knowledge.

- 2.10 All statements and information in writing provided by or on behalf of the Company in connection with any application or submission to or correspondence with the Stock Exchange and the SFC (as the case may be) are true and accurate in all material respects and are not misleading, and there are no facts which have not been disclosed to the Stock Exchange and the SFC (as the case may be) in connection with any such application, submission or correspondence which by their omission may make any such statements untrue, inaccurate in any material respect or misleading.
- 2.11 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 Joint Sponsors, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners and the Underwriters, and such authority and confirmations remain in full force and effect.

3. The Global Offering

- 3.1 Subject only to the resolutions referred to in Recital (C) becoming unconditional, the Company will have power under its memorandum of association and articles of association to issue the Offer Shares and the Shares to be issued pursuant to the Capitalisation Issue, the exercise of the Over-allotment Option and the Shares fall to be allotted and issued upon the exercise of the options under the Pre-IPO Share Option Scheme without any further consent or sanction by members or creditors of the Company or any further consent or approval by any other person or any governmental agency or regulatory body and no other consents are required by the Company to allot and issue any of the Offer Shares, the Over-allotment Shares and the Shares fall to be allotted and issued upon the exercise of the options under the Pre-IPO Share Option Scheme, to enter into and perform this Agreement and the International Underwriting Agreement and to pay all commissions, fees and expenses provided for herein and therein which in each case have not been irrevocably and unconditionally obtained.
- 3.2 The creation of the Offer Shares and, where applicable, the Over-allotment Shares and the offering of the Offer Shares and, where applicable, the Over-allotment Shares on the terms and subject to the conditions of the Global Offering in the manner as described in the Prospectus and the execution and delivery by or on behalf of the Warrantors respectively of, and compliance by the Warrantors respectively with the terms of, this Agreement and the issue of the Prospectus:
 - (a) are, and will at the time of the closing of the application lists in respect of the Global Offering be, in accordance with the Companies Act, the Companies Ordinance, Companies (Miscellaneous) Ordinance, all other applicable Hong Kong and the Cayman Islands law and governmental regulations, the memorandum of association, the articles of association or other constitutional documents of the Company and the rules and regulations of the Stock Exchange, and the issue of the Prospectus does not conflict with or result in a breach of any existing provisions of the laws or regulations of Hong Kong or the Cayman

Islands subject, as for enforceability, to bankruptcy, insolvency, reorganisation and similar laws of general applicability relating to or affecting creditors' rights and general equitable principles;

- (b) do not, and will not at the time of the Acceptance Date, infringe the terms of, or constitute a default under, any trust deed, agreement or other instrument or obligation to which any company in the Group or any of the Executive Directors and the Covenantors is a party or by which any of them is bound, or the constituent or constitutive documents or business licence of any member of the Group, or any laws applicable to any member of the Group or any of its properties or assets; and
- (c) the creation of the Offer Shares and, where applicable, the Over-allotment Shares, the making of the Global Offering, the execution and delivery by or on behalf of the Company of, and compliance by the Company with the terms of, this Agreement and the issue of the Prospectus have been duly authorised by the Company,

so that the rights arising pursuant to this Agreement give rise to corresponding obligations of the Warrantors and constitute, or upon issue or delivery or due execution (as the case may be) will give rise to corresponding obligations of the Warrantors and are, or will constitute, valid and legally binding obligations of the Warrantors.

- 3.3 The Offer Shares and, where applicable, the Over-allotment Shares will, when allotted and issued be properly allotted and issued free from all charges, liens, claims and encumbrances in accordance with the terms and conditions of the Global Offering as set out in the Prospectus and the Application Form and will conform to all statements relating thereto contained in the Prospectus and the Application Form.
- 3.4 All the Offer Shares and, where applicable, the Over-allotment Shares, when allotted and issued in accordance with the Prospectus:
 - (a) will be fully paid up or credited as fully-paid;
 - (b) will have attached to them the rights and benefits specified in the articles of association of the Company and as described in the Prospectus;
 - (c) will not be subject to any pre-emptive or other similar rights; and
 - (d) will be free from any lien, charge, encumbrance or other security interest or third party rights or interest.
- 3.5 The Company shall at all times have available for issue sufficient authorized share capital to permit the Shares to be issued as mentioned in the Prospectus.
- 3.6 Save as contemplated by this Agreement and the Global Offering, neither the Company, any of its subsidiaries nor any of their officers or directors or their respective Associates has taken, or will take, directly or indirectly, any action designed to stabilise or manipulate the price of the Offer Shares or which has constituted or which in the future

might reasonably be expected to cause or result in stabilisation or manipulation of the price of the Offer Shares.

- 3.7 All of the Hong Kong Branch Share Registrar's Agreement, the Receiving Bank Agreement, the EIPO Agreement and the Material Contracts to which the Company is a party have been or will be duly authorised, executed and delivered by the Company and constitutes or will constitute, when executed and delivered, legal, valid and binding obligations of the Company enforceable in accordance with their respective terms and no governmental authorisation, or qualification with, any governmental authority is required for the performance by the Company of its obligations under any of such agreements and the consummation by the Company of the transactions contemplated or as described in the Prospectus and under applicable laws.
- 3.8 The application of the net proceeds from the Global Offering payable to the Company, as set out in and contemplated by the Prospectus, will not (i) contravene any provision of applicable law, rule or regulation or the constitutive documents of the Company, or (ii) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or any of its subsidiaries that, singly or in the aggregate, is material to the Group taken as a whole, or (iii) contravene any judgement, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its subsidiaries.
- 3.9 All taxes, duties, levies, fees or other charges or expenses which may be payable in Hong Kong by the Group in connection with the creation, allotment, issue or transfer of the Offer Shares, the Global Offering, the execution and delivery of, or the performance of the provisions under this Agreement or the International Underwriting Agreement, as the case may be, have been paid.
- 3.10 Except as disclosed in the Prospectus or contemplated under the Global Offering, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Joint Sponsors, the Joint Global Coordinators or any Hong Kong Underwriter for a brokerage commission, finder's fee or other like payment in connection with the Hong Kong Public Offering.
- 3.11 No holder of the Offer Shares is or will be subject to any liability of or to the Company solely arising out of his holding of Offer Shares (except to the extent of the amount payable in respect of such Offer Shares on subscription or otherwise as described in the Prospectus).
- 3.12 No tax or duty (including any stamp or other issue or transfer tax or duty and any tax or duty or capital gains or income, whether chargeable on a withholding basis or otherwise) is and remains payable in connection with the creation, issue and allotment of the Offer Shares.

4. Accounts

- 4.1 The Accounts has been prepared in accordance with the applicable laws and the Hong Kong Financial Reporting Standards ("HKFRSs") issued by the Hong Kong Accounting Standards Board consistently applied so as to give a true and fair view of

the state of affairs of the Group as at the end of each relevant period and the results and cashflow for such periods:

- (a) in accordance with the HKFRSs, contains or notes provision for bad or doubtful debts, makes 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 dates thereof;
- (b) depreciation of fixed assets has been made in accordance with the HKFRSs;
- (c) if applicable, slow moving stock has been written down appropriately and unrecoverable work in progress and redundant and obsolete raw materials and stock has been wholly written off and the value attributed to the remaining stock did not exceed the lower of cost or net realisable book value as at the Accounts Date on a going concern basis;
- (d) full provision has been made in accordance with the HKFRSs for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute;
- (e) the profits shown by such accounts and the trend of losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits unusually high or low.

4.2 Since the Accounts Date and save as disclosed in the Prospectus (if applicable):

- (a) there has been no change in the business, service partner relations, customer relations, supplier relations, distribution partner relations, financial condition, operations, prospects, assets or liabilities of any company in the Group which is materially adverse in the context of the financial condition, operations or future prospects of the Group (taken as a whole);
- (b) every company in the Group has continued to pay its creditors upon due dates in the ordinary course of business and in accordance with their usual business practices;
- (c) none of the companies in the Group has acquired, sold, transferred or otherwise disposed of any material assets of whatever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business which will have an adverse effect to the business, financial or trading condition or future prospects of the Group taken as a whole;
- (d) no dividend or other distribution has been, or is treated as having been declared, paid or made by any member of the Group (other than dividends and other distributions paid or made to the Company or to another member of the Group wholly owned by the Company);
- (e) each of the companies in the Group has carried 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 has not entered into any contract or commitment of an unusual or onerous nature which will have a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole;

- (f) there has been no material adverse change in the relations of the Group's business (as described in the Prospectus) with its major customers, suppliers or lenders or the financial condition or the financial position, results of operations, future prospects, assets or liabilities of the said business or of any member of the Group as compared with the financial position, disclosed by the last audited accounts and there has been no material damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets or properties of any member of the Group adversely;
- (g) no member of the Group has sustained any loss or interference with its business from any labour dispute or court or governmental or administrative action, order or decree which will have a material adverse effect to the business, financial or trading condition or future prospects of the Group taken as a whole; and there has not been any Material Adverse Change in the long-term debt, short-term debt, net assets or net current liabilities of the Group, or to the best of the knowledge of the Warrantors, any development which will cause a prospective material adverse change, in or affecting the general affairs, management, financial position, prospects, shareholders' equity or results of operations of the Group taken as a whole;
- (h) there has not been any change in the share capital of the Company and any other member of the Group (other than in connection with the Global Offering);
- (i) there has been no material adverse change to the balance sheet of the Company since the Accounts Date that would require disclosure to ensure that the Prospectus is accurate, complete in all material respects and not misleading;
- (j) there has not been any sale or transfer by any member of the Group of any material tangible or intangible asset other than in the ordinary course of business, any mortgage or pledge or the creation of any security interest, lien, or encumbrance on any such asset (other than in connection with or arising out of any bank borrowings), other than tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;
- (l) there has not been the lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any member of the Group which is material in the context of the business of the Group;
- (m) there has not been the making of any material loan, advance, indemnity or guarantee by any member of the Group to or for the benefit of any person (other than other member(s) of the Group) except the creation of accounts receivable in the ordinary course of business; or

- (n) there has not been an agreement to do any of the foregoing.
- 4.3 The individual accounts of each of the companies in the Group and other accounting records of such company have been properly written up where such accounts are required by applicable laws and regulations.
- 4.4 The cash flow and working capital projections which form the basis of the Forecast Memorandum have been properly and carefully compiled and there are no facts known or which on reasonable enquiry would have been known to the Directors which have not been taken into account in the preparation of such projections and which would reasonably be expected to have a material effect thereon.
- 4.5 No material part of the amounts included in the Accounts, or subsequently recorded in the books of any member of the Group, as owing by any debtors is overdue by more than six months or has been released on terms that any debtor pays less than the full book value of his debt, or has been written off, or had proved to any extent to be irrecoverable, or is now regarded by the relevant company as irrecoverable in whole or in part, which will have a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.
- 4.6 The Directors are not aware of any reason where the amounts due from trade debtors as at the date hereof (less the amount of any relevant provision or reserve), determined on the same basis as that applied in the Accounts will not be recoverable to a material extent in the ordinary course of business of the relevant member of the Group and, to the extent of non-recovery, the aggregate amount thereof would have a material adverse effect to the financial condition of the Group taken as a whole.
- 4.7 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any member of the Group is a party (save for those banking facilities and the loans thereunder which will be unconditionally replaced by the guarantee or security of the Group upon the listing of the Shares as disclosed in the Prospectus):
- (a) there has been no contravention of or non-compliance with any provision of any such document;
 - (b) to the best of the knowledge of the Company, the Covenantors and the Executive Directors, no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;
 - (c) there has not been any alteration in the terms and conditions of any of the said arrangements or facilities all of which are in full force and effect;
 - (d) to the best of the knowledge of the Company, the Covenantors and the Executive Directors, nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be affected or prejudiced;
 - (e) none of the arrangements is dependent on the guarantee of or on any security provided by a third party (other than a member of the Group);

- (f) sufficient and accurate details of any such financing arrangements which is material have been disclosed in writing in the Prospectus; and
- (g) none of the existing facilities may be terminated, or mature prior to its stated maturity as a result of the issue, allotment and/or transfer of the Offer Shares pursuant to the Global Offering,

and, if any of (a) to (g) above were to be incorrect, there would be a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.

4.8 There are no material contingent liabilities of the Group that are not appropriately provided for or disclosed in the Accounts in accordance with HKFRSs.

4.9 There are no transactions, arrangements, obligations or other relationships with any entity other than the Company or one of the Company's wholly-owned subsidiaries under which any member of the Group (whether or not as a party to such transactions, arrangements, obligations or other relationships) has or may have:

- (a) any obligation under a direct or indirect guarantee or similar arrangement;
- (b) a retained or contingent interest in assets transferred to an entity other than the Company or one of the Company's subsidiaries, or similar arrangement;
- (c) derivatives, to the extent that any liabilities which have arisen or may arise are not properly and fairly reflected in the Accounts in accordance with HKFRSs; or
- (d) any material obligation or liability (whether contingent or otherwise) to the extent that the same is not properly and fairly reflected in the Accounts in accordance with HKFRSs,

that may have a current or future material adverse effect on the financial condition, earnings or expenses, results of operations, liquidity, capital expenses, or capital resources of any member of the Group or which are otherwise required by the Listing Rules for disclosure in the Prospectus.

4.10 To the best of the Company's, the Executive Directors' and the Covenantors' knowledge and belief, adequate provisions have been made in the Accounts for all dividends (if any) or other distributions (if any) to shareholders declared and remaining unpaid as at the date hereof.

4.11 All dividends (if any) or distributions (if any) declared, made or paid by each member of the Group have been declared, made or paid in accordance with its articles of association (or equivalent documents) and the applicable statutory provisions.

4.12 Since the Accounts Date, no loans or loan capital have been repaid by each member of the Group in whole or in part save for those repaid pursuant to any contractual arrangement then in place or in the ordinary course of business of the relevant member of the Group.

- 4.13 No member of the Group has any material capital commitment or is engaged in any scheme or project requiring the expenditure of capital of a significant amount.
- 4.14 The financial information and financial data set forth in the Prospectus under “Summary”, “Financial Information” and “Business” are derived from and properly extracted from the accounting records of the Group, and are a fair presentation of the data purported to be shown.
- 4.15 The Group has established accounting and management systems, including compliance manuals, policies and procedures including corporate governance policies that provide a reasonable basis for the Directors to make proper judgments as to the financial position of the Group and the Company and each other member of the Group maintains a system of internal financial and accounting controls sufficient to provide assurance that transactions are recorded as necessary to permit proper preparation of accounting records.
- 4.16 Taking into consideration the financial resources presently available to the Group, including the balance of cash and cash equivalents, expected cash generated from its operations and the estimated net proceeds from the Global Offering, the Group has sufficient working capital for its present working capital requirements for at least the next 12 months from the expected date of the Prospectus.

5. Business

- 5.1 Subject to and as qualified by the matters disclosed in the Prospectus, each of the companies in the Group has obtained such necessary authorisations and licences (if any) as are required under the provisions of any applicable law or international convention or regulation in connection with the operations of their businesses in all the respective jurisdictions in which they operate and neither the Warrantors nor any of them is aware of any breach by any of the companies in the Group of such authorisations and/or such licences which would have a material adverse effect on the Group or of any reason why any such authorisation or licence should be withdrawn or cancelled or any conditions attached thereto adversely altered.
- 5.2 There are no contracts not disclosed in “Appendix IV – Statutory and General Information – B. Further Information about Our Business – 1. Summary of material contracts” in the Prospectus which were entered into by members of the Group within the two years preceding the Prospectus Date and were material otherwise than in the ordinary course of business.
- 5.3 No company in the Group has any material capital commitment and pending the commencement of dealings in the Shares, no material capital commitment will be undertaken by any company in the Group without the prior written consent of the Joint Sponsors on behalf of the Hong Kong Underwriters.
- 5.4 With respect to the contracts entered into by the Group which are material in the context of the business and operations of the relevant member of the Group including without limitation the contracts disclosed in “Appendix IV – Statutory and General Information

– B. Further Information about Our Business – 1. Summary of material contracts” in the Prospectus, neither Warrantors nor any of them is aware of any circumstances which would invalidate or impair such contracts or render it liable to forfeiture, withdrawal, or termination prior to its stated expiry dates or (where applicable) affect its renewal.

- 5.5 To the best of the knowledge of the Warrantors after making all reasonable enquiries, no circumstances have arisen such that any person is now entitled to require or has required payment of any material indebtedness or material contingent liability of any company in the Group, in the case of such indebtedness, prior to its due date.
- 5.6 To the best of the knowledge of the Warrantors after making all reasonable enquiries, there is no event, default, breach or any other event of default or any event which, with the passage of time or the giving of notice or both or otherwise, would constitute an event of default on the part of any member of the Group, the effect of which is to accelerate or to permit the acceleration (by notice or otherwise) of repayment of a material indebtedness or give rise to an material obligation or liability or right of enforcement of such obligation or liability of any member of the Group.
- 5.7 Save as disclosed in the Prospectus, there is no breach or non-compliance of any applicable laws, rules, regulations, and to the best of the knowledge of the Warrantors, any international conventions and regulations committed by any member of the Group and no reprimand, warning, censure or other action imposed, taken or initiated by any regulatory bodies in Hong Kong, the PRC and other parts of the world in which the Group’s business is carried out or the Group’s asset is held against any member of the Group and/or their directors or officers, which would have a material adverse effect on the Group and/or their directors or officers.
- 5.8 All the material assets and equipment owned and used by the Group in its ordinary course of business are in good and proper condition, in reasonable repair and working order (fair wear and tear excepted) and have been properly maintained in all material respects.
- 5.9 No member of the Group is in breach of or in default in any material respect (nor has any event occurred which, with the giving of notice or the lapse of time or both would result in a material default) under any applicable law, regulation, international conventions or regulations, agreement or licence, certificate or authorisation which is binding upon or affects it or any of its assets or revenues or the operation of its business.
- 5.10 Neither the Group nor (where being a party under any material contract or agreement to which the Group is bound) nor the Executive Directors nor the Covenantors is in default (nor is there any event which, with the passage of time or the giving of notice would result in a default) in the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease, charter or other agreement or instrument to which the Group is a party or by which it may be bound or to which any of its properties may be subject.
- 5.11 None of the members of the Group and the businesses run by the Company and its subsidiaries, or any of their respective officers, directors, supervisors, managers or employees has, directly or indirectly, (i) made, authorised, offered or promised any

contribution, payment or gift of funds or property or anything else of value (“**Payment**”) to anyone, including, but not limited to, any official, employee or agent of any governmental agency, authority or instrumentality (including any officer or employee of a state-owned or controlled enterprise) or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, in Hong Kong, the Cayman Islands or any other applicable jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the Payment or the purpose of such Payment, including obtaining or retaining business or a business advantage or otherwise, was, is, or would be prohibited under applicable law, rule, or regulation of any locality, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “**FCPA**”) and the United Kingdom Bribery Act 2010 (the “**UK Act**”).

- 5.12 No Covenantor, member of the Group nor any director, supervisor, officer or employee of any member of the Group is aware of or has, indirectly or indirectly, made, authorised, offered or promised (A) any Payment to anyone, including, but not limited to, any official, employee or agent of any governmental agency, authority or instrumentality (including any officer or employee of a state-owned or controlled enterprise) or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any candidate for public office, in the Cayman Islands, Hong Kong, the PRC or any other applicable jurisdiction, where either the Payment or the purpose of such Payment, including obtaining or retaining business or a business advantage, was, is, or would be prohibited under any applicable laws and regulations of the Cayman Islands, Hong Kong, the PRC or any other applicable jurisdiction, or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the relevant member of the Group, and without prejudice to the foregoing, neither any Covenantor, member of the Group nor any director, officer or employee of any member of the Group is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA and the UK Act; and each of the Company and the other members of the Group has instituted and maintains policies and procedures designed to ensure continued compliance therewith.
- 5.13 The operations of each member of the Group are and have been conducted at all material times in compliance with applicable financial recordkeeping and reporting and other requirements of the money laundering laws and regulations of all applicable jurisdictions, including, without limitation, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended and applicable anti-money laundering statutes of the applicable jurisdiction where the members of the Group and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”) in all material respects. Each of the Company and the other members of the Group has instituted and maintains policies and procedures designed to ensure continued compliance with the Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority involving any member of the Group with respect to the Money Laundering Laws is pending or threatened.
- 5.14 (A) To the best of the knowledge of the Warrantors, neither any member of the Group nor any of its directors, supervisors, officers or employees, nor any person acting on

behalf of any of them, is (i) currently subject to any of the Sanctions Laws and Regulations (as defined below) (as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions related to or administered by OFAC (including, without limitation, the designation as a “specially designated national or blocked person” thereunder), the U.S. Department of State or the U.S. Department of Commerce’s Bureau of Industry and Security (“**BIS**”), (2) 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, the Comprehensive Iran Sanctions Accountability and Divestment Act or the Iran Sanctions Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (3) any sanctions measures imposed by the United Nations Security Council or European Union. Her Majesty’s Treasury or other relevant sanctions authority) or (ii) located, organized or resident in a country or territory that is the target of any of the Sanctions Laws and Regulations (including without limitation, Burma/Myanmar, Iran, Cuba, Libya, North Korea, Sudan and Syria); (B) to the best of the knowledge of the Warrantors, there have been no transactions or connections between any member of the Group, on the one hand, and any country, territory, person or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in “Future Plans and Use of Proceeds” in the Prospectus, and will not, directly or indirectly, use, lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is target of any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including without limitation, any person participating in the transaction, the Underwriters, advisors, investors or otherwise) of any of the Sanctions Laws and Regulations; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement, the Hong Kong Branch Share Registrar’s Agreement, the Receiving Bank Agreement and/or the EIPO Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including without limitation, any person participating in the transaction, the Underwriters, advisors, investors or otherwise) of any of the Sanctions Laws and Regulations.

6. Internal control

- 6.1 Each of the Company and the other members of the Group has established and will continue to maintain sound, adequate and effective internal controls for its business and operations, including those to prevent, monitor and correct any potential non-compliance with applicable laws or employee misconduct.
- 6.2 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with

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

- 6.3 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's board of directors and management by others within those entities, and (B) the Company and its board of Directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies (Miscellaneous) Ordinance and the Companies Ordinance and any other applicable law, including, without limitation, the requirements of the Securities and Futures Ordinance and 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; for the purposes of this section 6, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable law (including the Listing Rules), inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable laws (including the Listing Rules).

- 6.4 Any issues identified and as disclosed in any internal control report prepared by the internal controls consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of Directors with all applicable laws (including the Listing Rules), 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 (including the Listing Rules).
- 6.5 The statutory books, books of account and other records of whatsoever kind of the Company are in the proper possession, up-to-date and contain complete and accurate records as required by the applicable laws 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 law to be delivered or made to the Registrar of Companies in Hong Kong, SFC, the Stock Exchange or any other authority in any applicable jurisdiction have been duly and correctly delivered or made.

7. Tax

- 7.1 The returns which ought to have been made by or in respect of each of the companies in the Group in Hong Kong, the BVI, the Cayman Islands or any other part of the world in which the Group's business is carried out or the Group's asset is held, for taxation purposes, have been made and all such returns are, when made, up to date, correct in all material respects and on a proper basis and are not the subject of any dispute with the relevant revenue or other competent authorities and to the best of the knowledge of the Company, the Covenantors and the Executive Directors, there are no present circumstances which may give rise to any such dispute and appropriate provisions have been included in the Accounts in accordance with HKFRSs in respect of the accounting periods ended on the Accounts Date.
- 7.2 The Group is not delinquent in the payment of any taxes due or has any knowledge of any tax deficiency which might be assessed against any member of the Group which, if so assessed, might materially and adversely affect the financial position of the Group.
- 7.3 The information and statements concerning taxation and its application to any member of the Group in the Prospectus, including, but not limited to, in respect of the rates of tax stated as applicable to each member of the Group and all exemptions and reliefs referred to as being applicable, are true and accurate in all material respects and are not misleading.
- 7.4 Except as described in the Prospectus, no stamp duty or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in the Cayman Islands, the BVI, Hong Kong, the PRC or to any taxing or other authority thereof or therein in connection with (A) the execution and delivery of this Agreement and the International Underwriting Agreement (except that Cayman Islands stamp duty may be payable if the original of such documents are brought into or executed in the Cayman Islands), (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery

of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Prospectus, (D) the offer, sale and delivery of the International Placing Shares to or for the respective accounts of the Joint Global Coordinators or the International Underwriters or subscribers or purchasers procured by the Joint Global Coordinators or the International Underwriters in the manner contemplated in the International Placing Documents, (E) the deposit of the Offer Shares with HKSCC, or (F) the sale, transfer or other disposition or delivery of any Shares, including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition.

8. Insurance

- 8.1 There are existing valid policies of insurance (including third party liability insurance) against all material liabilities, risks and losses against which it is normal or prudent to insure in accordance with the usual and common practice in the industry in which the Group operates and insurance in respect of all material property, machinery or equipment owned or used by the Group and insurances in respect of liabilities arising out of or in connection with the employment of the Group's employees, whether under the applicable law and regulations, and nothing has been done or has been omitted to be done whereby any of the said policies has or may become void or are likely to be avoided.

9. Title

- 9.1 The Company and each of the other companies in the Group have good title to all their tangible assets which are material for the operations of the principal business of the Group free from all liens, charges, mortgages, encumbrances or other similar third party rights.
- 9.2 Any interests in land, buildings, property, machinery, equipment or other assets, rights or interest held under lease by any member of the Group is held by it under legal, valid, subsisting and enforceable leases and no material default (or event which with notice or lapse of time, or both, would constitute a material default) by any member of the Group has occurred and is continuing, under any of such leases.

10. The Group

- 10.1 The subsidiaries of the Company named in the accountant's report set out in Appendix I to the Prospectus are the only subsidiaries of the Company and, there are no other companies in which any member of the Group beneficially owns or controls any attributable interest which is or may be material in the context of the Global Offering, no unissued share capital of the Company or any other company in the Group is under option or agreed conditionally or unconditionally to be placed under option.
- 10.2 Each member of the Group has full power (corporate and other) to execute, deliver and perform each of its operating agreements and arrangements as described in the Prospectus and all other material contracts to which it is party and has duly authorised, executed and delivered each such agreement and contract. Each such contract constitutes a legal, valid and binding agreement, enforceable in accordance with its terms against the Company and the relevant member of the Group.

- 10.3 No member of the Group is a party to a material contract or commitment of an unusual, onerous or long-term nature (or that involves or could involve an obligation of a material nature or magnitude), and there are no agreements in force restricting the freedom of any member of the Group to provide and take goods and services by such means and from and to such persons as it may from time to time think fit.
- 10.4 No member of the Group has deposited any money with any bank or financial institution that has indicated in writing to the Group of its inability to repay such deposits or is the subject of any insolvency or winding up proceedings, and the Company agrees that it will not, and shall procure each of its subsidiaries not to, place deposits with non-bank financial institutions.
- 10.5 Except as provided in the Prospectus and the Accounts, all guarantees of any indebtedness of the Company or any of its subsidiaries are in full force and effect. There are no outstanding guarantees or contingent payment obligations of the Company or its subsidiaries in respect of indebtedness of third parties other than members of the Group.
- 10.6 Neither the Company nor any of its 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 and which are material to the Group (taken as a whole).
- 10.7 No member of the Group is currently prohibited, directly or indirectly, from repaying to the Company any loans or advances made to such member from the Company.
- 10.8 None of the Company, the Covenantors and the Executive Directors has any knowledge of the invalidity of or grounds for rescission, avoidance or repudiation of any material contract, agreement or other transaction to which any member of the Group is a party and that is material to the business and/or financial position of a member of the Group and no member of the Group has received notice of any intention to terminate any such contract or agreement or repudiate or disclaim any such transaction.
- 10.9 There are no transactions, agreements or documents of any kind (whether legally binding or not) the effect of which will have a material adverse effect or impact on the financial condition, business or prospects of the Group.

11. Interests in property

- 11.1 Except as disclosed in “Business – Properties” in the Prospectus, none of the members of the Group owns, operates, manages, leases or has any other right or interest or liability (whether actual or contingent) in any land and buildings.
- 11.2 The Group’s existing title to and interest in the properties comprise all interests in real property necessary for the Group to carry on its business and operation in the manner described in “Business” in the Prospectus.
- 11.3 The Group has in its possession or under its control complete originals of all deeds and documents evidencing or relating to its title to or interest in each of the properties.

- 11.4 All information supplied or disclosed and all confirmations given by or on behalf of any member of the Group or any Directors or directors of any other member of the Group to any legal or other professional advisors (including any authorised person) for the purposes of preparing or in connection with any issues identified therein or the verification of the Group's rent roll (except as subsequently expressly amended or corrected prior to the date hereof) is true and accurate in all material respects and not misleading and was given in good faith after due and careful enquiry and no information has been withheld from such legal or other professional advisors, the absence of which might reasonably be expected to have affected the contents of or the verification of the Group's rent roll in any respect.
- 11.5 Where any of the properties are held under or are subject to any lease, tenancy, licence, concession or other agreement for occupation:
- (a) each lease, tenancy, licence, concession or agreement is in full force and effect and enforceable by the relevant member of the Group;
 - (b) no default (or event which with notice or lapse of time, or both, would constitute a default) by any party has occurred and is continuing under any of such leases, tenancies, licences, concessions or agreements and no member of the Group has notice or is aware of any claim or demand of any nature that has been asserted by anyone adverse to the rights or interests of the relevant member of the Group under such leases, tenancies, licences, concessions or agreements, except any such default which would not, individually or in aggregate result in a Material Adverse Effect;
 - (c) there are no grounds for rescission, avoidance, withdrawal, revocation, cancellation, termination or repudiation of any of such leases, tenancies, licences, concessions or agreements and no notice of rescission, avoidance, withdrawal, revocation, cancellation, termination or repudiation or of intention to rescind, avoid, withdraw, revoke, cancel, terminate or repudiate has been received by any member of the Group in respect of any thereof, except any such rescission, avoidance, withdrawal, revocation, cancellation, termination or repudiation which would not, individually or in aggregate result in a Material Adverse Effect;
 - (d) no member of the Group has served or received any notice (i) of breach of any of the covenants, terms, conditions or restrictions in the lease, tenancy, licence, concession or agreement or (ii) exercising any option to break, terminate, renew, purchase or of first refusal;
 - (e) no collateral assurances, variations, undertaking or concessions have been made by any party to such lease, tenancy, licence, concession or agreement; and
 - (f) the leases, tenancies, licences, concessions or agreements pursuant to which third parties occupy any parts of any of the properties are in a form and on terms which would be acceptable to a prudent purchaser of the reversionary interest in any such properties intending to use such properties for their current use.
- 11.6 There is no outstanding dispute, action or claim concerning, and no member of the Group has received any notice or complaint materially affecting, or which might, to the best knowledge of the Company and the other members of the Group, materially affect, the

properties or the use of any part of the properties, by any member of the Group for the purposes for which they are now used or for which they are intended to be used in the future as described in the Prospectus.

- 11.7 No such dispute and no such notice (or any circumstances giving rise to the issue of any such notice) existed or was outstanding at any time within the period of 12 months preceding the Prospectus Date (whether or not now resolved or withdrawn) which (i) might have materially adversely affected the use of any part of the properties owned by any member of the Group if the same had not been resolved or withdrawn and (ii) notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the properties.
- 11.8 The Group is not involved in or the subject of any current or pending proceedings in relation to any of the properties owned by any member of the Group which individually or collectively are (i) of material importance to the condition (financial or otherwise) or the earnings, business or prospects of the Group or (ii) are otherwise of material importance in the context of the Global Offering. No such dispute existed or was outstanding at any time within the period of 12 months preceding the Prospectus Date (whether or not now resolved) which (a) might have been of material importance (according to the criteria in (i) and (ii) above) if the same had not been resolved and (b) notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the properties mentioned above now or in the future.
- 11.9 No material structural defects have appeared in respect of or affecting the buildings and structures on or comprising any of the properties, and all such buildings and structures are in good condition and are fit for the purposes for which they are presently used.
- 11.10 There are not in force or required to be in force any licences in relation to any of the properties owned by any member of the Group under any Applicable Laws in any jurisdiction which have not been obtained or which are not in full force and effect.

12. Intellectual property rights

- 12.1 So far as applicable, all patents, trademarks, designs and business names and other registrable intellectual property rights (if any) used by each of the companies in the Group in connection with their respective businesses either are registered in their names as sole or joint proprietor and are in their sole or joint beneficial ownership or are in the process of being registered by, transferred or assigned to, a member of the Group or used under valid licences granted by the proprietor(s) or beneficial owner(s) thereof and such licences are in force and have not been revoked or terminated.
- 12.2 No member of the Group has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any rights mentioned in paragraph 12.1 above, or of any facts which would render any such rights invalid or inadequate to protect the interests of the relevant member of the Group and which are material and adverse to the business of the Group. The operations of each of the Company and its subsidiaries do not infringe the intellectual property rights and/or proprietary rights of any third parties and all such operations do not contravene any applicable laws and/or regulations of any country or territory in which any of the

Company and its subsidiaries operates.

- 12.3 The description of all the intellectual property rights of the Group as referred to in “Appendix IV – Statutory and General Information – B. Further Information about Our Business – 2. Intellectual property rights” in the Prospectus is accurate in all respect and, insofar as the Company is aware, none of such rights is subject to any encumbrances or third party rights.

13. Employment and disputes

- 13.1 Subject to and as qualified by the matters disclosed in the Prospectus, no member of the Group has any material obligation to provide housing provident fund, social insurance, social security severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person.
- 13.2 Where the Group participates in, or has participated in, or is liable to contribute to any such schemes relating to provision of housing provident fund, social insurance, social security severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person, the Group does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable laws except as disclosed in the Prospectus; where there are such outstanding payment obligations or unsatisfied liabilities (the details of which have been disclosed in the Prospectus), the Group has set aside sufficient funds to satisfy the same; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Group other than remuneration accrued, due or for reimbursement of business expenses; no directors or senior management or key employees of the Group have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); the Group does not have any outstanding material undischarged liability to pay to any authority in any applicable jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; and no liability has been incurred by the Group 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 Group.
- 13.3 All contracts of service in relation to the employment of the employees, directors and consultants of the Group are on usual and normal terms which do not in any way whatsoever impose any unusual or onerous obligation on the Group and all subsisting contracts of service to which any member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and to the best of the knowledge of the Company, the Covenantors and

the Executive Directors, there are no claims pending or threatened or capable of arising against the Group, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; the Group 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 material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.

- 13.4 No labour disputes with the employees of any member of the Group exist or, to the knowledge of the Company, the Covenantors and the Executive Directors, is imminent or threatened which will have a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.
- 13.5 None of the Company, the Covenantors nor the Executive Directors are aware of any existing or imminent labour disturbance by the employees of a material nature of any of the principal suppliers or contractors of any member of the Group which might be expected to result in any material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.
- 13.6 No member of the Group which is a party to a joint venture or shareholders agreement is in dispute with the other parties to such joint venture or shareholders agreement and there are no circumstances known to the Company, the Covenantors and the Executive Directors which may give rise to any dispute which might be expected to have a material adverse effect on such joint venture or company or its business or finances.

14. Litigation

- 14.1 No member of the Group is a defendant in proceedings (or conceded any claims) of material importance relating to alleged infringement of intellectual property, no litigation or arbitration proceedings (including any action or claim in respect of breach or infringement of intellectual property) of material importance directly or indirectly involving or affecting any company in the Group (or involving or affecting the Directors or any other person for whom any such company is or may be vicariously liable to a material extent) is in progress or is threatened or pending and to the best of the knowledge and belief of the Warrantors, having made all reasonable enquiries, there are no circumstances known to any of the companies in the Group or any of their respective directors which are likely to give rise to any such proceedings, litigation or arbitration proceedings of material importance.
- 14.2 No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorised act or breach of any obligation imposed by or pursuant to any law or contract in any material respect, and no such claim of material importance remains outstanding against any such member.

15. Interests of Directors

- 15.1 All the interests of each of the Directors in the companies in the Group required to be notified to the Company and to the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance (assuming that the Shares are already listed on the Stock Exchange on the Prospectus Date) and their direct and indirect interests in any of

the companies which were parties to transactions completed within the last two years immediately preceding the Prospectus Date relating to the business of the Group, or loans to or by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, any company in the Group within the last two years immediately preceding the Prospectus Date are disclosed in the Prospectus to the full extent required by law and the Listing Rules.

- 15.2 None of the Directors or their respective close associates is directly or indirectly interested in any business or in the issued capital of any company which is engaged in a business in competition with the business carried on by the Group.
- 15.3 No member of the Group has any outstanding loans to any of the Directors, any of their respective spouses, children or other relatives or any body corporate, trust or entity in which any of them has a controlling interest, other than another member of the Group or otherwise than in the ordinary and usual course of business of the Group.
- 15.4 None of the Directors have revoked the respective authority and confirmations given by his or her responsibility letter and statement of interests and the power of attorney addressed to the Company and the Joint Sponsors and such authorities and confirmations remain in full force and effect.
- 15.5 Except as disclosed in the Prospectus or pursuant to a transaction so disclosed, no indebtedness (actual or contingent or disputed) and no contract or arrangement (other than any transaction relating to the Global Offering) is outstanding between any member of the Group (on the one hand) and any connected person (as defined in the Listing Rules) (on the other hand).
- 15.6 In respect of connected transactions and continuing connected transactions (within the meaning of Listing Rules) of the Group that are required to be disclosed in the Prospectus under the Listing Rules:
 - (a) there are no connected transactions and continuing connected transactions that have not been disclosed in the Prospectus or, to the best of the knowledge, information and belief of the Company, any other connected transaction that would require a waiver from the Stock Exchange under the Listing Rules; and
 - (b) all information (including but not limited to historical figures) and documentation provided by the Company to the Joint Sponsors are true and accurate and complete in all material respects and there is no other information or document that has not been provided the result of which would make the information and documents so received misleading.

16. General

- 16.1 Reference to “the best of the knowledge, information, belief and/or awareness” of any person or similar terms contained in this Schedule 5 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 and careful enquiries.

SCHEDULE 6

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or process to be made on their behalf) one or more valid applications for Hong Kong Offer Shares pursuant to the provisions of Clause 5.2 (hereinafter referred to as “**Hong Kong Underwriters’ Applications**”). These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to subscribe or procure subscribers to subscribe for the Hong Kong Offer Shares if one or more Hong Kong Underwriters’ Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriters’ Applications, such applications must be made via the **HK eIPO White Form** service or through the **CCASS EIPO** service complying in all respects with the terms set out in “How to apply for the Hong Kong Offer Shares” in the Prospectus by not later than 12:00 noon on the Acceptance Date, and have been made or procured either (a) by the relevant Hong Kong Underwriter or nominated broker(s); or (b) by or on behalf of a sub-underwriter of the relevant Hong Kong Underwriter (hereinafter referred to as “**Hong Kong Sub-underwriters’ Applications**”), provided that the applications of any sub-underwriter shall not be included to the extent that the total of applications procured by such sub-underwriter exceeds that sub-underwriter’s participation or such applications have been made or procured by a nominated broker.

Copies of records of such applications will have to be either faxed or emailed to the Joint Global Coordinators immediately after completion of such applications. Each such copy must bear the name of the Hong Kong Underwriter and (where applicable) the sub-underwriter by whom or on whose behalf the application is made or procured to be made and there must be clearly marked in the copy application is made or procured to be made and there must be clearly marked in the copy “*name of Hong Kong Underwriter – Hong Kong Underwriters’ Application*” or (in the case of sub-underwriters) “*name of Hong Kong Underwriter – name of sub-underwriter – Hong Kong Sub-underwriters’ Application*”.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriters’ Applications or Hong Kong Sub-underwriters’ Applications.

SCHEDULE 7

PART A

CLOSING CERTIFICATE OF THE COMPANY

On the letterhead of the Company

To:

BOCI Asia Limited	26th Floor, Bank of China Tower 1 Garden Road Central Hong Kong
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong
Zhongtai International Securities Limited	19/F Li Po Chun Chambers 189 Des Voeux Road Central Central Hong Kong

Dear Sirs,

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED (百德医疗投资控股有限公司) (the “Company”)

International Placing and Hong Kong Public Offering of 248,000,000 Shares of nominal value of HK\$0.01 each in the share capital of the Company

We refer to the public offer underwriting agreement dated [●] 2022 (the “**Hong Kong Underwriting Agreement**”) and the International Underwriting Agreement dated [●] 2022 (the “**International Underwriting Agreement**”) entered into in relation to the above by, among others, the Joint Global Coordinators and ourselves. Capitalised terms in this letter shall bear the same meaning as such terms are defined in the Hong Kong Underwriting Agreement and the International Underwriting Agreement.

We confirm that none of the Warranties made or given by us pursuant to clause 8.1 of the Hong Kong Underwriting Agreement and clause [●] of the International Underwriting Agreement has been breached or was untrue or inaccurate or misleading when made, and none of such Warranties would be breached or would be untrue, inaccurate or misleading were it to be repeated by reference to the facts and circumstances subsisting as at the dates referred to in

clause 8.2 of the Hong Kong Underwriting Agreement and clause [●] of the International Underwriting Agreement.

We further confirm that we have performed all our obligations and have satisfied all conditions under the Hong Kong Underwriting Agreement and the International Underwriting Agreement which were required to be performed or satisfied on or prior to the date of this certificate.

This certificate shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF, we have executed this certificate on this [●] day of [●].

Yours faithfully,

For and on behalf of
**BETTERS MEDICAL INVESTMENT
HOLDINGS LIMITED (百德医疗投资
控股有限公司)**

By: _____
Name:
Title:

Before: _____
Name:

PART B

CLOSING CERTIFICATE OF THE COVENANTORS

To:

BOCI Asia Limited	26th Floor, Bank of China Tower 1 Garden Road Central Hong Kong
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong
Zhongtai International Securities Limited	19/F Li Po Chun Chambers 189 Des Voeux Road Central Central Hong Kong

Dear Sirs,

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED (百德医疗投资控股有限公司) (the “Company”)

International Placing and Hong Kong Public Offering of 248,000,000 Shares of nominal value of HK\$0.01 each in the share capital of the Company

We refer to the public offer underwriting agreement dated [●] 2022 (the “**Hong Kong Underwriting Agreement**”) and the International Underwriting Agreement dated [●] (the “**International Underwriting Agreement**”) entered into in relation to the above by, among others, the Joint Global Coordinators and ourselves. Capitalised terms in this letter shall bear the same meaning as such terms are defined in the Hong Kong Underwriting Agreement and the International Underwriting Agreement.

We confirm that none of the Warranties made or given by us pursuant to clause 8.1 of the Hong Kong Underwriting Agreement and clause [●] of the International Underwriting Agreement has been breached or was untrue or inaccurate or misleading when made, and none of such Warranties would be breached or would be untrue, inaccurate or misleading were it to be repeated by reference to the facts and circumstances subsisting as at the dates referred to in clause 8.2 of the Hong Kong Underwriting Agreement and clause [●] of the International Underwriting Agreement.

We further confirm that we have performed all our obligations and have satisfied all conditions under the Hong Kong Underwriting Agreement and the International Underwriting Agreement which were required to be performed or satisfied on or prior to the date of this certificate.

This certificate shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF, we have executed this certificate on this [●] day of [●].

Yours faithfully,

WU HAIMEI (吴海梅)

Before: _____
Name:

For and on behalf of
**AUTO KING INTERNATIONAL
LIMITED**

By: _____
Name:
Title:

Before: _____
Name:

PART C

CLOSING CERTIFICATE OF THE EXECUTIVE DIRECTORS

To:

BOCI Asia Limited	26th Floor, Bank of China Tower 1 Garden Road Central Hong Kong
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong
Zhongtai International Securities Limited	19/F Li Po Chun Chambers 189 Des Voeux Road Central Central Hong Kong

Dear Sirs,

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED (百德医疗投资控股有限公司) (the “Company”)

International Placing and Hong Kong Public Offering of 248,000,000 Shares of nominal value of HK\$0.01 each in the share capital of the Company

We refer to the public offer underwriting agreement dated [●] 2022 (the “**Hong Kong Underwriting Agreement**”) and the International Underwriting Agreement dated [●] 2022 (the “**International Underwriting Agreement**”) entered into in relation to the above by, among others, the Joint Global Coordinators and ourselves. Capitalised terms in this letter shall bear the same meaning as such terms are defined in the Hong Kong Underwriting Agreement and the International Underwriting Agreement.

We confirm that none of the Warranties made or given by us pursuant to clause 8.1 of the Hong Kong Underwriting Agreement and clause [●] of the International Underwriting Agreement has been breached or was untrue or inaccurate or misleading when made, and none of such Warranties would be breached or would be untrue, inaccurate or misleading were it to be repeated by reference to the facts and circumstances subsisting as at the dates referred to in clause 8.2 of the Hong Kong Underwriting Agreement and clause [●] of the International Underwriting Agreement.

We further confirm that we have performed all our obligations and have satisfied all conditions under the Hong Kong Underwriting Agreement and the International Underwriting Agreement which were required to be performed or satisfied on or prior to the date of this certificate.

This certificate shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF, we have executed this certificate on this [●] day of [●].

Yours faithfully,

WU HAIMEI (吴海梅)

Before: _____
Name:

QIU QUAN (邱荃)

Before: _____
Name: _____

HOU WEI (侯偉)

Before: _____
Name:

PART D

**CLOSING CERTIFICATE OF THE EXECUTIVE DIRECTORS AND CHIEF
FINANCIAL OFFICER**

To:

BOCI Asia Limited	26th Floor, Bank of China Tower 1 Garden Road Central Hong Kong
China Galaxy International Securities (Hong Kong) Co., Limited	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong
Cinda International Capital Limited	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong
Zhongtai International Securities Limited	19/F Li Po Chun Chambers 189 Des Voeux Road Central Central Hong Kong

Dear Sirs,

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED (百德医疗投资控股有限公司) (the “Company”)

International Placing and Hong Kong Public Offering of 248,000,000 Shares of nominal value of HK\$0.01 each in the share capital of the Company

We refer to the public offer underwriting agreement dated [●] 2022 (the “**Hong Kong Underwriting Agreement**”) and the International Underwriting Agreement dated [●] 2022 (the “**International Underwriting Agreement**”) entered into in relation to the above by, among others, the Joint Global Coordinators and ourselves. Capitalised terms in this letter shall bear the same meaning as such terms are defined in the Hong Kong Underwriting Agreement and the International Underwriting Agreement.

The undersigned hereby, for and on behalf of the Company, certify that to the best of the knowledge of the undersigned, after due and careful enquiry:

1. We are familiar with the accounting, operations, records system and internal controls of each member of the Group.
2. We have participated in the preparation of the Prospectus. In connection with such participation, we have reviewed the disclosure in the Prospectus and have discussed with

other members of the senior management of the Company, the counsels to the Company, the Joint Sponsors, the Joint Global Coordinators, the counsels to the Joint Global Coordinators and the Underwriters, and BDO Limited as independent reporting accountants to the Company.

3. In particular, we have reviewed the financial and operating data and other information in the Prospectus (the “**Group Information**”).
4. Where the Group Information is derived from the Group’s accounting and other records, we confirm that such Group Information has been correctly extracted from such records and is accurately reproduced in the Prospectus, and such information is true, accurate and complete.
5. At the date of this certificate, there have not been any change in share capital or increases in amount due to related companies (classified under current liabilities), secured bank loans due within one year and secured bank loans due after one year of the Group as compared with the corresponding amounts shown in the Group’s audited consolidated statements of financial position as at 31 May 2022, except as disclosed in the Prospectus.

This certificate shall be governed by and construed in accordance with the laws of Hong Kong.

IN WITNESS WHEREOF, we have executed this certificate on this [●] day of [●].

Yours faithfully,

WU HAIMEI (吴海梅)

Before: _____
Name:

QIU QUAN (邱荃)

Before:

Name:

HOU WEI (侯偉)

Before:

Name:

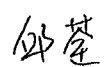
NG KUN SENG CHRIS (吳冠誠)
Chief Financial Officer

Before: _____
Name:

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

THE COMPANY

SIGNED by WU HAIMEI)
for and on behalf of)
Better Medical Investment Holdings Limited)
in the presence of: Qiu Quan)



THE EXECUTIVE DIRECTORS

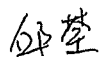
EXECUTED AS A DEED and **SIGNED** by
WU HAIMEI

in the presence of: Qiu Quan

)

)

)



EXECUTED AS A DEED and **SIGNED** by
QIU QUAN

in the presence of: Wu Haimei

)

)

)

邱全

邱全

EXECUTED AS A DEED and **SIGNED** by
HOU WEI

in the presence of: Qiu Quan

)
)
) 侯伟

解荣

THE COVENANTORS

EXECUTED AS A DEED and **SIGNED** by
WU HAIMEI

in the presence of: Qiu Quan

)
)
)



EXECUTED AS A DEED by)
AUTO KING INTERNATIONAL LIMITED)
and SIGNED by WU HAIMEI)
for and on its behalf)
in the presence of: Qiu Quan)




THE JOINT SPONSORS

SIGNED by CHEUNG Kwok Lung James)
for and on behalf of)

BOCI ASIA LIMITED)

in the presence of: ZHAO Gangyi)



THE JOINT SPONSORS

SIGNED by Lee Ka Wing Brian

for and on behalf of

ZHONGTAI INTERNATIONAL

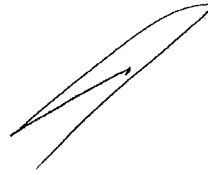
CAPITAL LIMITED

in the presence of: Chan Chung Yee Joanna



Handwritten signature

SIGNED by CHEUNG Kwok Lung James
for and on behalf of
BOCI ASIA LIMITED
in the presence of: ZHAO Gangyi



SIGNED by Steven Chiu, Managing Director)
for and on behalf of)
CHINA GALAXY INTERNATIONAL)
SECURITIES (HONG KONG))
CO., LIMITED)

A handwritten signature in black ink, appearing to read "Steven Chiu", written in a cursive style.

in the presence of: *Daisy*
Daisy Tang

SIGNED by WANG MING KAI
for and on behalf of
**CINDA INTERNATIONAL
CAPITAL LIMITED**
in the presence of: Sham Che Wai

)
)
)
)
)

P. P. H. Leung

Sham Che Wai

SIGNED by MA HAK YIU
for and on behalf of
ZHONGTAI INTERNATIONAL
SECURITIES LIMITED
in the presence of: LAI Man

)
)
)
)
)
)



19

SIGNED by WANG MING KAI)
for and on behalf of)
CINDA INTERNATIONAL)
CAPITAL LIMITED)
as *attorney* for and on behalf of each of the other)
HONG KONG UNDERWRITERS (as defined)
herein)
in the presence of: Sham Che Wai)

P.P. 



DATE: 11 SEPTEMBER 2022

THE PERSONS NAMED IN SCHEDULE 1

IN FAVOUR OF

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
(百德医疗投资控股有限公司)
(for itself and as trustee for each member of the Group)

DEED OF INDEMNITY

MICHAEL LI & CO.
Room 901 & 19th Floor, Prosperity Tower
No. 39 Queen's Road Central
Central, Hong Kong
Ref: CCL/AC/KUNG/BH/2015185

THIS DEED OF INDEMNITY (the "Deed") is dated 11 SEPTEMBER 2022

BY:

THE PERSONS whose names, registered offices or correspondence addresses and places of incorporation (where applicable) are set out in Schedule 1 (together the "Indemnifiers" and each an "Indemnifier")

IN FAVOUR OF:

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED (百德医疗投资控股有限公司), a company incorporated in the Cayman Islands with limited liability and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and principal place of business in Hong Kong at Unit 901, 9/F., Prosperity Tower, No. 39 Queen's Road Central, Central, Hong Kong (the "Company") on its own behalf and as trustee for and on behalf of THE SEVERAL COMPANIES being its subsidiaries whose names and places of incorporation are set out in Schedule 2 (together with the Company, the "Group Companies").

WHEREAS:

- (A) It is proposed that the Company, subject to adjustment pursuant to an over-allotment option) will offer (i) 24,800,000 shares (the "Shares") of HK\$0.01 each in the share capital of the Company for subscription by the public in Hong Kong (the "Hong Kong Public Offering"); and (ii) 223,200,000 Shares for subscription by way of placing to selected professional, institutional and other investors (the "International Placing", together with the Hong Kong Public Offering, the "Global Offering") upon the terms and subject to the conditions set out in a prospectus proposed to be dated on or about 20 September 2022 (the "Prospectus") and that the Company has applied for the listing of and permission to deal in the Shares in issue and the Shares to be issued as mentioned in the Prospectus on the main board of The Stock Exchange of Hong Kong Limited (the "Stock Exchange").
- (B) The Indemnifiers have agreed to give certain indemnities on a joint and several basis in favour of the Company (for itself and as trustee for and on behalf of the Group Companies) as hereinafter stated.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:

- (i) "Effective Date" means the date on which dealings in the Shares on the Stock Exchange first commence;
- (ii) "Global Offering", "Hong Kong Public Offering", "International Placing", "Prospectus", "Shares" and "Stock Exchange" have the meanings ascribed to them in the Recitals to this Deed;

- (iii) **"Hong Kong"** means the Hong Kong Special Administrative Region of the PRC;
- (iv) **"Relief"** includes any relief, allowance, set-off, exemption, reduction or deduction in computing profits or credit or right to repayment granted by or available pursuant to any legislation concerning or otherwise relating to any form of Taxation;
- (v) **"PRC"** means the People's Republic of China, and for the purpose of this Deed, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
- (vi) **"Taxation"** means:
 - (a) any liability of any or all of the Group Companies to any form of taxation whenever created or imposed and whether created or imposed in Hong Kong or any other part of the world and without prejudice to the generality of the foregoing includes profits tax, provisional profits tax, interest tax, salaries tax, property tax, estate duty, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates, customs and exercise duties and generally any tax duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities whether in Hong Kong or any other part of the world;
 - (b) such an amount or amounts as is or are referred to in paragraph (viii) of this Clause; and
 - (c) all fines, penalties, costs, charges, liabilities, expenses and interests incidental or relating to the liability to taxation or the deprivation of Relief or of a right to repayment of taxation which is the subject of the indemnity contained in this Deed including the costs and expenses incurred in settlement or legal proceedings or the enforcement of such settlement or legal proceedings in connection with the claims under this Deed, to the extent that the same is/are payable or suffered by the Group Companies or any of them;
- (vii) **"Taxation Claim"** includes any claim, counterclaim, assessment, notice, demand or other documents issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong or any other statutory or governmental authority whatsoever in Hong Kong, the PRC or any other part of the world from which it appears that the Group Companies or any of them are liable or are sought to be made liable for any payment of any form of Taxation or to be deprived of any Relief or right to repayment of any form of Taxation which Relief or right to repayment would but for the Taxation Claim have been available to the Group Companies or any of them; and
- (viii) in the event of any deprivation of any Relief or of a right to repayment of any form of Taxation, there shall be treated as an amount of Taxation for which a liability has arisen the amount of such Relief or repayment or (if smaller) the amount by which the liability to any such Taxation of the Group Companies or

any of them would have been reduced by such Relief if there had been no such deprivation as aforesaid, applying the relevant rates of Taxation in force in the period or periods in respect of which such Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that the Group Companies or any of them (as the case may be) had sufficient profits, turnover or other assessable income or expenditure against which such Relief might be set off or given.

- 1.2 In this Deed, unless the context otherwise requires, the singular includes the plural and vice versa, words importing any gender include every gender and references to persons include firms, companies and corporations.
- 1.3 In this Deed, references to Clauses and Schedules are to clauses of and schedules to this Deed.

2. CONDITION PRECEDENT

The provisions contained in this Deed are conditional on the Global Offering becoming unconditional in accordance with the conditions set out in the section headed "Structure and conditions of the Global Offering - Conditions of the Global Offering" in the Prospectus. If any of such conditions has not been fulfilled or waived prior to the respective time(s) and date(s) specified in the Prospectus or such later time(s) and date(s) as the parties to this Deed shall agree in writing, this Deed shall become null and void and cease to have effect.

3. ESTATE DUTY INDEMNITY

Each of the Indemnifiers hereby jointly and severally covenants and undertakes to indemnify and at all times keep indemnified fully and effectively on demand the Company (for itself and as trustee for each of the Group Companies) against any estate duty, death duty, inheritance tax, succession duty or any other similar tax or duty which is or becomes payable by the Company or any of the Group Companies by the operation of any estate duty, death duty, inheritance tax, succession duty or any other similar legislation in Hong Kong, the PRC or any other relevant jurisdiction as a result or in consequence of any event or transaction occurring on or before the Effective Date, whether or not such event or transaction shall have taken place in conjunction with any circumstances whenever occurring.

4. TAXATION INDEMNITY

- 4.1 Without prejudice to any of the foregoing provisions of this Deed and subject as hereinafter provided, each of the Indemnifiers hereby jointly and severally agrees with the Company that she/it will indemnify and at all times keep indemnified fully and effectively on demand the Company (for itself and as trustee for each of the Group Companies) the amount of any and all Taxation falling on any of the Group Companies resulting from, relating to, or by reference to any income, profits, gains earned, accrued or received on or before the Effective Date or any event or transaction entered into or occurring on or before the Effective Date whether alone or in conjunction with any circumstances whenever occurring and whether or not such Taxation is chargeable against or attributable to any other person, firm or company.

4.2 The indemnity contained above shall not apply:

- (i) to the extent that full provision or reserve has been made for such Taxation in the consolidated audited accounts of the Group or the audited accounts of any of the Group Companies for each of the financial years ended 31 December 2019, 31 December 2020 and 31 December 2021 and for the five months ended 31 May 2022; or
- (ii) to the extent that such Taxation or liability would not have arisen but for some act or omission of, or transaction entered into by any of the Group Companies (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifiers otherwise than in the course of normal day to day operations of that company or carried out, made or entered into pursuant to a legally binding commitment created on or before the Effective Date; or
- (iii) to the extent of any provisions or reserve made for Taxation in the audited accounts of any of the Group Companies for each of the financial years ended 31 December 2019, 31 December 2020 and 31 December 2021 and the five months ended 31 May 2022 which is finally established to be an over-provision or an excessive reserve provided that the amount of any such provision or reserve applied pursuant to this Clause 4 to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising thereafter; or
- (iv) to the extent that such Taxation liability or claim arises or is incurred as a result of the imposition of taxation as a consequence of any retrospective change in the law, rules and regulations or the interpretation or practice thereof by the Inland Revenue Department in Hong Kong or any other relevant authority (whether in Hong Kong or any other part of the world) coming into force after the Effective Date or to the extent that such Taxation claim arises or is increased by an increase in rates of taxation after the Effective Date with retrospective effect; or
- (v) to the extent that such Taxation liability arises in the ordinary course of business of the Group after 31 May 2022 up to and including the Effective Date.

4.3 The aggregate liability of the Indemnifiers in respect of any Taxation Claim shall not exceed the value of the relevant Taxation Claim and all reasonable costs (including all legal costs), expenses or other liabilities as referred in Clauses 3 and 4.

5. OTHER INDEMNITY

- 5.1 Without prejudice to any other provisions of this Deed, each of the Indemnifiers hereby jointly and severally covenants and undertakes to indemnify each of the Group Companies against all claims, actions, demands, proceedings, judgments, losses, liabilities, damages, costs, charges, fees, expenses and fines and of whatever nature suffered or incurred by any of the Group Companies (i) as a result of directly or indirectly or in connection with, or in consequence of any non-compliance with or breach of any

applicable laws, rules or regulations of any jurisdiction by any of the Group Companies on or before the Effective Date; or (ii) as a result of directly or indirectly or in connection with any litigation, proceeding, claim, investigation, inquiry, enforcement proceeding or process by any governmental, administrative or regulatory body which (a) any Group Company and/or their respective directors or any of them is/are involved; and/or (b) arises due to some act or omission of, or transaction voluntarily effected by, the Group or any of the Group Companies (whether alone or in conjunction with some other act, omission or transaction) on or before the Effective Date.

- 5.2 Without prejudice to any other provisions of this Deed, each of the Indemnifiers jointly and severally undertakes to indemnify and at all times keep each of the Group Companies indemnified fully and effectively on demand from any depletion in or reduction in value of its assets or any loss (including all legal costs and suspension of operation), cost, expenses, damages or other liabilities which any of the Group Companies may incur or suffer arising from or in connection with the implementation of the reorganisation of the Group for the Global Offering.
- 5.3 Notwithstanding any other provision in this Deed, the indemnity contained in this Clause 5 shall not apply to the extent that specific provision has been made for such claim in the consolidated audited accounts of the Group or the audited accounts of any of the Group Companies for each of the financial years ended 31 December 2019, 31 December 2020 and 31 December 2021 and for the five months ended 31 May 2022 as set out in appendix I to the Prospectus.

6. NO DOUBLE CLAIMS

No claim under this Deed shall be made by more than one of the Group Companies in respect of the same Taxation or liability.

7. CONDUCT OF CLAIMS

- 7.1 In the event of any claim arising under this Deed, the Group Companies or any of them shall by way of covenant but not as a condition precedent to the liability of the Indemnifiers hereunder give or procure that notice thereof is as soon as reasonably practicable given to the Indemnifiers in the manner provided in Clause 12; and, as regards any such claim, the Group Companies or any of them shall at the request of the Indemnifiers take such action, or procure that such action be taken, as the Indemnifiers may reasonably request to cause the claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the claim and any determination in respect thereof but subject to the Group Companies or any of them being indemnified and secured to its or their reasonable satisfaction by the Indemnifiers against all losses (including additional Taxation), costs, damages and expenses which may be thereby incurred.
- 7.2 Without the prior written approval of the Company, the Indemnifiers shall make no settlement of any claim nor agree on any matter in the course of disputing any claim likely to affect the amount thereof or the future taxation liability of any of the Group Companies.

8. PAYMENTS

- 8.1 If after the Indemnifiers or any of them has made any payment pursuant to Clauses 3,

4 or 5, any of the Group Companies shall receive a refund of all or part of the relevant Taxation (whether pursuant to section 79 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) or similar legislation elsewhere or otherwise), the Company shall procure that such company (if it shall receive such refund) shall repay or, if another of the Group Companies shall receive such refund, shall procure repayment by such other company, as the case may be to the Indemnifiers) a sum corresponding to the amount of such refund less:

- (i) any expenses, costs and charges properly incurred by the Group Companies or any of them in recovering such refund; and
- (ii) the amount of any additional Taxation which shall not have been taken into account in calculating any other payment made or to be made pursuant to this Clause but which is suffered by any of the Group Companies in consequence of such refund.

8.2 In respect of any sums paid or payable by any Group Company to the Indemnifiers under this Deed, the payment obligation of such Group Company shall be conclusively deemed to be fully discharged upon payment of such sum by the Group Company to the Indemnifiers.

8.3 Any payments due by the Indemnifiers pursuant to the foregoing provisions of this Deed shall be increased to include such interest on unpaid tax as the Group Companies or any of them shall have been required to pay pursuant to section 71(5) or section 71(5A) of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) or similar legislation elsewhere or otherwise.

8.4 In the event that any deduction or withholding are required by law, or that any payment made by or due from any Indemnifier under this Deed are liable for Taxation or other claims (in the hands of any Group Companies or otherwise), then such Indemnifier shall be liable to pay to the relevant Group Company to whom the payments are made or due such further sums as will ensure that the aggregate of the sums paid or payable to the relevant Group Company shall, after making all deductions and withholdings from, or deducting liabilities to Taxation or other claims in respect of, such sums, leave the relevant Group Company with the same amount as it/they would have been entitled to receive in the absence of any such deductions, withholdings or liabilities. For the avoidance of doubt, in the event that any claim under this Deed is or has been discharged by any of the Group Companies, the indemnities given hereunder shall take effect as covenants by the Indemnifiers to reimburse any of the Group Companies.

9. BINDING EFFECT

The indemnities, agreements and undertakings herein contained shall bind the personal representatives or successors of each of the Indemnifiers and shall enure for the rights/benefit of each party's successors or assigns.

10. FURTHER UNDERTAKING AND INDEMNITIES

10.1 In the event that any deductions or withholdings are required by law, or that any payments made by or due from the Indemnifiers under this Deed are liable for Taxation,

then the Indemnifiers shall be liable to pay to the relevant Group Company to whom the payments are made or due such further sums as will ensure that the aggregate of the sums paid or payable shall, after making all deductions and withholdings from, or deducting liabilities to Taxation in respect of, such sums, leave the relevant Group Company with the same amount as it/they would have been entitled to receive in the absence of any such deductions, withholdings or liabilities to Taxation.

- 10.2 The Indemnifiers or any of them shall not be liable in respect of any claim under this Deed unless the same shall have been made on or prior to the expiry of six years from the Effective Date by notice in writing to the Indemnifiers or any of them.
- 10.3 Any payments made by or due from the Indemnifiers under this Deed shall be made gross, free and clear of any rights of counterclaim or set-off and without any deductions of any nature.
- 10.4 Each of the Indemnifiers jointly and severally undertakes with each of the Group Companies that she/it will on demand do all such reasonable acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the indemnities hereby contemplated.

11. **ASSIGNMENT**

The whole or any part of the rights /benefits of this Deed may be assigned by the Group Companies or any of them.

12. **COUNTERPARTS**

This Deed may be executed in any number of copies or counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument.

13. **NOTICES**

Any notice required to be given under this Deed shall be in writing and shall be delivered personally or sent by facsimile or by registered or recorded delivery post, postage prepaid or by hand to the respective party at the address set out herein or such other address as may have been last notified in writing by or on behalf of such party to the other parties hereto. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by facsimile, at the time it is despatched and if served by post at the time it would have been received in the normal course of post.

14. **SEVERABILITY**

Any provision of this Deed prohibited by or which is unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby

waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Notwithstanding any other provisions of this Deed, a person who is not a party to this Deed shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Deed.

16. GOVERNING LAW AND PROCESS AGENT

This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Deed. Each of the Indemnifiers hereby irrevocably appoints Ng Kun Seng Chris ("Mr. Ng") of Room C, 16/F, Block 2, Sunshine Plaza, 17 Sung On Street, Hung Hom, Kowloon, Hong Kong as her/its agent to accept service of legal process out of the courts of Hong Kong in connection with this Deed. Each of the Indemnifiers further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Company informed of the name and address of such agent. Service on Mr. Ng (or such agent) shall be deemed to be service on each of the Indemnifiers.

SCHEDULE 1

The Indemnifiers

<u>Name</u>	<u>Place of Incorporation</u>	<u>Registered Office / Correspondence Address</u>
Wu Haimei (吴海梅)	N/A	Room 0902, Building 12, Haiyu Garden, Xiguan, Guangzhou, PRC Or 19/F., Prosperity Tower, No. 39 Queen's Road Central, Central, Hong Kong
Auto King International Limited	The British Virgin Islands	<i>Registered Office:</i> Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands <i>Correspondence Address:</i> 19/F., Prosperity Tower, No. 39 Queen's Road Central, Central, Hong Kong

SCHEDULE 2

The Group Companies

<u>Name</u>	<u>Place of Incorporation</u>	<u>Approximate attributable interest of the Company</u>
Tycoon Choice Global Limited	The British Virgin Islands	100%
Baide Medical Investment Company Limited (百德医疗投资有限公司)	Hong Kong	100%
Baide (Guangdong) Capital Management Company Limited* (百德 (广东) 资本管理有限公司)	The PRC	100%
Guangzhou Dedao Capital Management Company Limited* (广州德道资本管理有限公司)	The PRC	99.01%
Guangzhou Baihui Corporate Management Company Limited* (广州百辉企业管理有限公司)	The PRC	99.01%
Guangzhou Yide Capital Management Company Limited* (广州易德资本管理有限公司)	The PRC	99.01%
Guangzhou Zhengde Corporate Management Company Limited* (广州正德企业管理有限公司)	The PRC	99.01%
Baide (Suzhou) Medical Company Limited* (百德 (苏州) 医疗有限公司)	The PRC	99.01%
Guoke Baide (Guangdong) Medical Company Limited* (国科百德 (广东) 医疗有限公司)	The PRC	99.01%
Henan Ruide Medical Equipment Company limited* (河南瑞德医疗器械有限公司)	The PRC	99.01%
Hunan Baide Medical Technology Company Limited* (湖南百德医疗科技有 限公司)	The PRC	99.01%
Nanjing Changcheng Medical Equipment	The PRC	99.01%

Company Limited* (南京长城医疗设备有
限公司)

Guizhou Baiyuan Medical Company The PRC
Limited*
(贵州百源医疗有限公司)

99.01%

Ruikede Biological Technology (Xiamen) The PRC
Company Limited*
(瑞科德生物科技(厦门)有限公司)

79.21%

IN WITNESS whereof this Deed of Indemnity has been duly executed the day and year first above written.

THE INDEMNIFIERS

SEALED with the Common Seal of
AUTO KING INTERNATIONAL LIMITED
and SIGNED by WU HAIMEI
for and on its behalf
in the presence of: 邵登

)
)
)
)
)

吴海梅



SIGNED, SEALED and DELIVERED
by WU HAIMEI (吴海梅)
in the presence of: 邵登

)
)
)

吴海梅



THE COMPANY

SEALED with the COMMON SEAL of
**BETTERS MEDICAL INVESTMENT
HOLDINGS LIMITED**

(百德醫療投資控股有限公司)

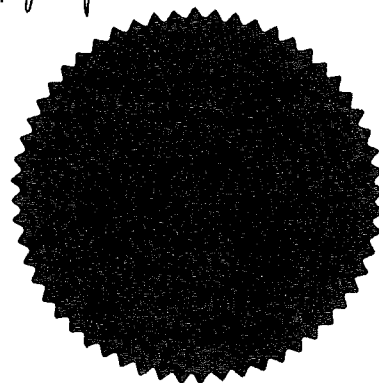
and **SIGNED** by **WU HAIMEI**

for and on its behalf

in the presence of :- 吳海梅

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吳海梅



DATE: 11 SEPTEMBER 2022

THE PERSONS NAMED IN THE SCHEDULE

(as Covenantors)

IN FAVOUR OF

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED

(百德医疗投资控股有限公司)

(for itself and as trustee of the subsidiaries of the Group)

DEED OF NON-COMPETITION

MICHAEL LI & CO.

Room 901 & 19th Floor, Prosperity Tower

No.39 Queen's Road Central

Central, Hong Kong

Ref: CCL/AC/KUNG/BH/2015185

THIS DEED OF NON-COMPETITION (the "Deed") is dated 11 SEPTEMBER 2022

- (1) **THE PERSONS WHOSE NAMES AND ADDRESSES ARE SET OUT IN THE SCHEDULE** (each a "Covenantor" and together the "Covenantors") in favour of
- (2) **BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability and having its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose address for service in Hong Kong is at 19/F., Prosperity Tower, No. 39 Queen's Road Central, Central, Hong Kong (the "**Company**") (for itself and as trustee of the members of the Group (as defined below)).

WHEREAS:-

- (A) The Company and its subsidiaries are principally engaged in the Restricted Business (as defined below).
- (B) The Company is applying for the listing of and permission to deal in its Shares (as defined below) in issue and to be issued as more particularly described in the Prospectus (as defined below) on the Main Board of the Stock Exchange (as defined below) and is proposing to offer its Shares for subscription by way of global offering.
- (C) Upon Listing (as defined below), the Company will be owned as to 44.96% directly or indirectly, by the Covenantors.
- (D) For the purpose of facilitating the Listing, the Covenantors agree to enter into this Deed to provide the Company, for itself and as trustee of the members of the Group, with certain non-competition undertakings as hereinafter provided.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Deed, including the Recitals, the following expressions shall have the following meanings except where the context otherwise requires:-

"associate"	has the meaning ascribed thereto under the Listing Rules and " associates " shall be construed accordingly
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"Business Day"	means any day (other than a Saturday, Sunday or public holiday or any day on which a tropical cyclone warning no. 8 or
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	above is hoisted or remains hoisted between 9:00 a.m. and is not lowered at or before 12:00 noon or on which a black rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon) on which banks in Hong Kong are generally open for normal banking business to the public
“close associate”	has the meaning ascribed thereto under the Listing Rules and “close associates” shall be construed accordingly
“Companies Ordinance”	means the Companies Ordinance (Chapter 622 of the laws of Hong Kong) as amended, supplemented or otherwise modified from time to time
“Directors”	means the directors of the Company from time to time
“Group”	means the Company and its subsidiaries from time to time, and “member(s) of the Group” shall be construed accordingly
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Independent Directors”	means the independent non-executive Directors of the Company from time to time
“Listing”	means the listing of the Shares on the Main Board of the Stock Exchange
“Listing Date”	means the date on which dealings in the Shares first commence on the Main Board of the Stock Exchange
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“PRC”	means the People’s Republic of China excluding for the purpose of this Deed, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan

“Prospectus” means the prospectus of the Company to be issued in connection with its application for the Listing

“Restricted Business” means any business which competes or is likely to compete directly or indirectly with the business currently and from time to time engaged by the Group (including but not limited to the development and provision of microwave ablation (MWA) medical device for minimally invasive treatment of tumours and trading of other medical devices, and businesses ancillary to any of the foregoing, in each case, to be more particularly described or contemplated in the Prospectus) in the PRC and any other country or jurisdiction to which the Group provides such products/services and/or in which any member of the Group carries on business mentioned above from time to time

“Share(s)” means share(s) of HK\$0.01 each in the share capital of the Company

“Shareholders” means the holder(s) of the Share(s)

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

“subsidiary” shall have the meaning as set out in Section 15 of the Companies Ordinance and **“subsidiaries”** shall be construed accordingly

“%” per cent.

1.2 Any reference in this Deed of “writing” or “written” includes a reference to telex, cable, facsimile transmission or comparable means of communication.

1.3 Reference to any Ordinance, regulation or other statutory provision in this Deed includes reference to such Ordinance or regulation or provision as modified, consolidated or re-enacted from time to time.

1.4 References to Schedule, Clauses and Sub-clauses are to schedule, clauses and sub-clauses of this Deed.

- 1.5 Reference to a Sub-clause is, unless otherwise stated, to the sub-clause of the Clause in which the reference appears.
- 1.6 Words denoting the singular include the plural and vice versa, words denoting one gender include both genders and the neuter and words denoting persons include corporations and, in each case, vice versa.
- 1.7 The headings in this Deed are for convenience only and shall not affect its interpretation.

2. CONDITIONS PRECEDENT

- 2.1 The provisions contained in this Deed are conditional on the conditions stated in the paragraph headed "Conditions of the Global Offering" under the section headed "Structure and conditions of the Global Offering" in the Prospectus being fulfilled. If any of such conditions is not fulfilled or waived on or before the date falling 30 days after the date of the Prospectus, this Deed shall become null and void in all respects and cease to have any effect whatsoever and no party shall have any claim against the other party hereunder.
- 2.2 Subject to Clause 2.1, the conditions referred to in Clause 2.1 shall be deemed to have been fulfilled on the Listing Date.

3. NON-COMPETITION UNDERTAKINGS

- 3.1 Subject to the terms and conditions of this Deed, each of the Covenantors hereby, jointly and severally, irrevocably and unconditionally undertakes to and covenants with the Company (for itself and for the benefit of the members of the Group) that during the continuation of this Deed:
- (a) each of the Covenantors shall not, and shall procure each of her/its close associates (other than any members of the Group) not to, whether on her/its own account or in conjunction with or on behalf of any person, firm or company and whether directly or indirectly, carry on a business which is, or be interested or involved or engaged in or acquire or hold any rights or interest or otherwise involved in (in each case whether as a shareholder, partner, principal, agent, director, employee or otherwise and whether for profit, reward or otherwise) any Restricted Business;
 - (b) if each of the Covenantors and/or any of her/its close associates is offered or becomes aware of any project or new business opportunity ("**New Business Opportunity(ies)**") that relates to the Restricted Business, whether directly or indirectly, she/it shall: (i) promptly within ten (10) Business Days notify the Company in writing of such opportunity and provide such information as is reasonably required by the Company in order to enable the Company to come to an informed assessment of such New Business Opportunity; and (ii) use her/its best endeavours to procure

that such opportunity is offered to the Company on terms no less favourable than the terms on which such New Business Opportunity is offered to her/it and/or her/its close associates; and

- (c) if the Group has not given written notice of its desire to invest in such New Business Opportunity or has given written notice denying the New Business Opportunity within thirty (30) Business Days (the “**30-day Offering Period**”) of receipt of notice from the relevant Covenantor, the relevant Covenantors and/or her/its close associates shall be permitted to invest in or participate in the New Business Opportunity on her/its own accord. The Covenantors agree to extend the thirty (30) Business Days to a maximum of sixty (60) Business Days if the Company requires so by giving a written notice to the Covenantors within the 30-day Offering Period.
- 3.2 The Covenantors and/or her/its close associates may take up the New Business Opportunities which compete with the Company only if they comply with her/its obligations under this Deed in doing so.
 - 3.3 The Group may elect not to take up the New Business Opportunity if the Directors consider that (i) taking up the New Business Opportunity is not beneficial to the Group, whether financially or otherwise; (ii) the Group does not have sufficient financial resources to take up the New Business Opportunity; (iii) the risk involved in the New Business Opportunity is too high; and/or (iv) there exists any other reason or circumstance under which taking up the New Business Opportunity is not in the interest of the Company and our Shareholders as a whole. In the event the Company decides not to take up any New Business Opportunities after Listing, the Company shall disclose in its annual report details of such New Business Opportunities, and the Company’s reason for not taking up such New Business Opportunities. The Company and the Covenantors confirm, and the Covenantors undertake to the Company that any New Business Opportunities will be handled in compliance with this Deed.
 - 3.4 Each of the Covenantors hereby represents and warrants to the Company that neither she/it nor any of her/its close associates is currently interested, involved or engaging, directly or indirectly (whether as a shareholder, partner, principal, agent or otherwise, through any body corporate, partnership, joint venture or other contractual arrangement and whether for profit, reward or otherwise) in the Restricted Business otherwise than through the Group.
 - 3.5 Each of the Covenantors hereby further undertakes to the Company to provide the Company and the Directors from time to time (including the Independent Directors) with all information necessary, including but not limited to monthly turnover records and any other relevant documents considered necessary by the Independent Directors, for the annual review by the Independent Directors with regard to compliance of the terms of this Deed and the enforcement of the non-competition undertakings in this Deed.

- 3.6 Each of the Covenantors hereby undertakes to the Company, (if necessary) after the end of each financial year of the Company, a declaration made by each of the Covenantors which shall state whether or not the Covenantors have during that financial year complied with the terms of this Deed, and if not, particulars of any non-compliance, which declaration (or any part thereof) may be reproduced, incorporated, extracted and/or referred to in the annual report of the Company for the relevant financial year, such annual declaration shall be consistent with the principles of making voluntary disclosures in the corporate governance report.
- 3.7 Each of the Covenantors hereby undertakes to the Company to allow the Directors (including the Independent Directors), their respective representatives and the auditors to have sufficient access to the records of the Covenantor and her/its close associates to ensure their compliance with the terms and conditions under this Deed.
- 3.8 Each of the Covenantors hereby undertakes to the Company that during the period in which she/it and her/its close associates, individually or taken as a whole, remains as a Controlling Shareholder:
- (a) she/it will not serve as a senior management, consultant, chief executive or director; otherwise invest or participate in any project or business opportunity that competes or may compete, directly or indirectly, with the business activities engaged by the Group from time to time unless pursuant to the provisions stipulated in Clause 4.1;
 - (b) she/it will not solicit any existing or then existing employee of the Group for employment by her/it or her/its close associates (excluding the Group);
 - (c) she/it will not solicit or interfere with or endeavor to entice away from the Group, any person, firm or company who has been or was a customer or a supplier of or in the habit of dealing with the Group;
 - (d) she/it will not without the prior written consent from the Company, make use of any information pertaining to the business of the Group which may have come to her/its knowledge in her/its capacity as the Controlling Shareholder for any purposes;
 - (e) other than as required by the Company, retain, duplicate or remove from the premises of the Group information relating to the Group in whatever form as supplied by the Group; and
 - (f) she/it will procure her/its close associates (excluding the Group) not to invest or participate in any project or business opportunity mentioned above, unless pursuant to the provisions stipulated in Clause 4.1.

For the purposes of this Clause 3.8(d), "information" includes, without limitation,

the following :-

- (a) information concerning the affairs or property of the members of the Group or any business property or transaction in which any member of the Group may be or may have been concerned or interested;
- (b) information concerning the strategy of any member of the Group (including, among other things, business, pricing and/or sales strategies);
- (c) the names and addresses of any client and/or supplier of any member of the Group;
- (d) information on the terms of any contracts between any of the Covenantors and the Company and of this Deed; and/or
- (e) information relating to the business methods of any member of the Group (including, among other things, product/service information, research, design and manufacture methods and procedures and business model of Restricted Business).

4. EXCEPTIONS

4.1 The undertakings in Clause 3.1 are subject to the exception that any of the Covenantors and their respective close associates (excluding the Group) are entitled to invest, participate and be engaged in any Restricted Business or any project or business opportunity, regardless of value, which has been offered or made available to the Group, provided always that information about the principal terms thereof has been disclosed to the Company and the Directors, and the Company shall have, after review and approval by the Directors (including the Independent Directors without the attendance by any Director with beneficial interest in such project or business opportunities, in which resolutions have been duly passed by a majority of the Independent Directors), confirmed its rejection to be involved or engaged, or to participate, in the relevant Restricted Business and provided also that the principal terms on which that the relevant Covenantor or the relevant close associate of the Covenantor(s) invests, participates or engages in the Restricted Business are substantially the same as or not more favourable than those offered to the Company. Subject to the above, if the relevant Covenantor or the relevant close associate of the Covenantor(s) decides to be involved, engaged, or participate in the relevant Restricted Business, whether directly or indirectly, the terms of such involvement, engagement or participation must be disclosed to the Company and the Directors as soon as practicable and shall follow such condition(s) as the Company and/or the Directors may require to be imposed on the Covenantor(s) from time to time.

4.2 Without prejudice to Clause 4.1, the undertakings in Clause 3.1 do not apply to:

- (a) any interests in the shares of any members of the Group;

- (b) interests in the shares of a company other than the Company whose shares are listed on a recognised stock exchange provided that:
 - (i) any Restricted Business conducted or engaged in by such company (and assets relating thereto) accounts for less than 10% of that company's consolidated turnover or consolidated assets, as shown in that company's latest audited accounts; or
 - (ii) the total number of the shares held by the Covenantors and/or their respective close associates in aggregate does not exceed 10% of the issued shares of that company in question and such Covenantors and/or their respective close associates are not entitled to appoint a majority of the directors of that company and at any time there should exist at least another shareholder of that company whose shareholdings in that company should be more than the total number of shares held by the Covenantors and their respective close associates in aggregate; or
 - (iii) the Covenantors and/or their respective close associates do not have the control over the board of such company.

5. DURATION AND TERMINATION

5.1 This Deed will take effect upon the Listing and shall expire on the earlier of:

- (a) the day on which the Shares cease to be listed and traded on the Main Board of the Stock Exchange or other recognised stock exchange; or
- (b) the day on which the Covenantors and her/its close associates, individually or taken as a whole, cease to own, in aggregate, 30% or more of the then issued share capital of the Company directly or indirectly or cease to be deemed as Controlling Shareholders and do not have power to control the board of Directors or there is at least one other independent Shareholder other than the Covenantors and her/its respective close associates holding more Shares than the Covenantors and her/its respective close associates taken together.

5.2 For the avoidance of doubt, the expiry of this Deed applicable to a Covenantor shall not affect the covenants and undertakings by the other Covenantor who/which shall remain bound by the terms and conditions of this Deed.

6. NATURE OF AGREEMENT BETWEEN THE PARTIES

6.1 Neither of the parties hereto may assign their respective rights and obligations hereunder except that rights may be additionally enjoyed by their respective subsidiaries and obligations shall be additionally imposed on their respective subsidiaries as herein referred to.

- 6.2 Any act or omission of any close associate of the Covenantors shall for the purpose of this Deed be deemed to be the act or omission of the Covenantors.

7. SPECIFIC PERFORMANCE

- 7.1 In the event that any of the Covenantors or any of their respective close associates shall make default in the performance of her/its obligations and covenants contained in this Deed, the Covenantors agree and acknowledge that, unless otherwise decided by the Company, the remedy of damages or monetary compensation shall not be sufficient compensation for the Company in the performance of the terms and conditions contained in this Deed, and that the Company shall be entitled to the remedy of specific performance or other injunctive relief against the relevant Covenantor or her/its close associate(s).

8. INDEMNITY

- 8.1 Subject to Clause 7, each of the Covenantors hereby irrevocably and unconditionally, jointly and severally, covenants with and undertakes to indemnify and keep the Company (for itself and for the benefit of the Group) fully indemnified against any loss or liability suffered by the Company or any member of the Group arising out of or in connection with any breach of or failure to perform any of the obligations, covenants and/or undertakings of the Covenantors including any costs and expenses (including legal expenses) incurred as a result of such breach provided that the indemnity contained in this Clause 8 shall be without prejudice to any other rights and remedies of the Company or any members of the Group (as relevant) in relation to any such breach and all such other rights and remedies are hereby expressly reserved by the Company.

9. GENERAL

- 9.1 This Deed contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties in respect thereto.
- 9.2 This Deed cannot be amended or varied save with the prior approval of the Shareholders by ordinary resolution (other than the Covenantors and their respective close associates who are also Shareholders and are required to abstain from voting at the relevant general meeting).
- 9.3 While the restrictions aforesaid are considered by the parties to be reasonable in all the circumstances, it is agreed that if any such restrictions taken together shall be adjudged to go beyond what is reasonable in all the circumstances for the protection of the interests of the Company (for itself and its subsidiaries) but would be adjudged reasonable if part or parts of the wording thereof were deleted or amended or qualified or the periods thereof were reduced or the range of products or area dealt with were thereby reduced in scope, then the relevant restriction or restrictions shall apply with such modification or modifications as may be necessary to make it

or them valid and effective.

- 9.4 Each of the Covenantors hereby agrees that no failure by the Company to exercise nor any delay by the Company in exercising any right, power or privilege under this Deed shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.
- 9.5 Each and every obligation, covenant, and undertaking of the Covenantors in this Deed shall be the joint and several obligations, covenants, and undertakings of each of the Covenantors. The Company shall be at liberty to release, compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence, or make other arrangements with any one or more of the Covenantors without the consent of or notice to the other Covenantor(s) and without prejudicing, affecting the right, remedy and power of the Company against the other Covenantors.
- 9.6 Time shall be of the essence of this Deed but no failure by any party to exercise, and no delay on its part in exercising any right hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right under this Deed preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against any person under the same liability whether joint, several or otherwise. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 9.7 If at any time any provision of this Deed is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 9.8 This Deed may be executed in any number of copies or counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same instrument.

10. NOTICES

- 10.1 Any notice claim, demand, court process, document or other communication to be given under this Deed (collectively "**communication**" in this Clause) shall be in writing and may be served or given personally or sent to the facsimile numbers (if any) of the relevant party and marked for the attention and/or copied to such other person as specified in Clause 10.5.
- 10.2 A change of address or facsimile number of the person to whom a communication is to be addressed or copied pursuant to this Deed shall not be effective until seven (7) days after a written notice of change has been served in accordance with the provisions of this Clause 10 on all other parties to this Deed with specific reference in such notice that such change is for the purposes of this Deed.
- 10.3 A party may not designate a non-Hong Kong address for the service of communications to him/it.

- 10.4 All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of dispatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	2 Business Days
Facsimile	on despatch
Air courier/speedpost	3 days
Airmail	5 days

- 10.5 The initial addresses and facsimile numbers of the parties for the service of communications, the person for whose attention such communications are to be marked and the person to whom a communication is to be copied are as follows:

If to Wu Haimei:

Address: Room 902, Building 12, Haiyu Garden, Xiguan, Guangzhou, PRC

If to Auto King International Limited:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Attention: Ms. Wu Haimei

If to the Company:

Address: 19/F., Prosperity Tower, No. 39 Queen's Road Central, Central, Hong Kong
Facsimile no.: (852) 2110 9180
Attention: The Board of Directors

- 10.6 A communication served in accordance with this Clause 10 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted or dispatched to the addressee's address or that the communication was properly transmitted by facsimile to the addressee. In the case of communication by facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a report of satisfactory transmission printed out by the sending machine.
- 10.7 Nothing in this Clause shall preclude the service of communication or the proof of such service by any mode permitted by law.
- 10.8 Any party to this Deed may notify the other parties of any change to the address or any of the other details specified in Clause 10.5, provided that such notification

shall only be effective on the date specified in such notice or five (5) Business Days after the notice is given, whichever is later.

10.9 Each of the Covenantors hereby irrevocably appoints Ng Kun Seng Chris of Room C, 16/F, Block 2, Sunshine Plaza, 17 Sung On Street, Hung Hom, Kowloon, Hong Kong as its service agent (the “**Service Agent**”) to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Deed and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to such agent for service at its address for the time being in Hong Kong. The Covenantors further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Company informed of the name and address of such agent. Service on the Service Agent (or such agent as may be notified by the Covenantors from time to time) shall be deemed to be service on its appointer.

10.10 The Company hereby irrevocably appoints Michael Li & Co. of 19/F., Prosperity Tower, No. 39 Queen’s Road Central, Central, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Deed and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to such agent for service at its address for the time being in Hong Kong. the Company further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Covenantors informed of the name and address of such agent. Service on Michael Li & Co. (or such agent as may be notified by the Company from time to time) shall be deemed to be service on its appointer.

11. COSTS

11.1 Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Deed.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

12.1 Notwithstanding any other provisions of this Deed, a person who is not a party to this Deed shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Deed.

13. GOVERNING LAW AND JURISDICTION

13.1 This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

SCHEDULE

Details of the Covenantors

<u>Name</u>	<u>Address</u>
Wu Haimei (吴海梅)	Room 0902, Building 12, Haiyu Garden, Xiguan, Guangzhou, PRC
Auto King International Limited	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

IN WITNESS whereof this Deed has been duly executed by all the parties hereto the day and year first above written.

THE COVENANTORS

SIGNED SEALED and DELIVERED

by **WU HAIMEI**

in the presence of: 吴海梅

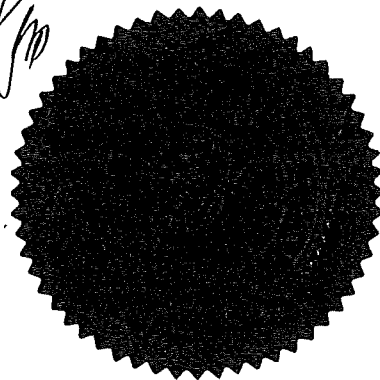
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SEALED with the Common Seal of)
AUTO KING INTERNATIONAL LIMITED)

and **SIGNED** by **WU HAIMEI**)
for and on its behalf)
in the presence of: 邱莹)

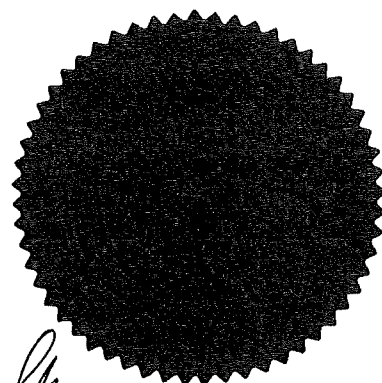
吴海梅



THE COMPANY

SEALED with the Common Seal of)
BETTERS MEDICAL INVESTMENT)
HOLDINGS LIMITED)

and **SIGNED** by **WU HAIMEI**)
for and on its behalf)
in the presence of: 吴海梅)



A handwritten signature in black ink, located below the common seal.