

SECOND AMENDMENT AGREEMENT TO SHAREHOLDERS AGREEMENT

DATED 13 DECEMBER 2019

THIS SECOND AMENDMENT AGREEMENT (this “**Amendment**”) is entered into as of March 30, 2023, by and among:

- (1) 東軟熙康控股有限公司 Neusoft Xikang Holdings Inc., an exempted company duly incorporated and validly existing under the laws of the Cayman Islands (the “**Company**”), with its registered address at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands; and
- (2) the undersigned shareholders, being the holders of all of the issued and outstanding shares of the Company (each a “**Shareholder**”, and collectively the “**Shareholders**”);

Each of the above parties is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Parties entered into a Shareholders Agreement dated 13 December 2019 (the “**Shareholders Agreement**”);
- B. Unless otherwise defined, all terms and expressions defined in the Shareholders Agreement will have the same meaning when used in this Amendment Agreement relating to such Shareholders Agreement.

AMENDMENTS

The Parties hereby agree to amend the definition in Clause 7.5.2 of the Shareholders Agreement in the following manner:

“新一轮投资人回购期”

Original definition: 《新一轮增资协议》所约定的新一轮投资第二次交割（如一次性交割的，则为首次交割）完成后的四（4）年内

Revised definition: 《新一轮增资协议》所约定的新一轮投资第二次交割（如一次性交割的，则为首次交割）完成后的五十四（54）个月内

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COMPANY:

東軟熙康控股有限公司



NEUSOFT XIKANG HOLDINGS INC.

By: _____

Name: 刘积仁 Liu Jiren

Title: Director

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

THE

SHAREHOLDERS:

东软集团股份有限公司



By: _____

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

THE
SHAREHOLDERS:

东软（香港）有限公司



By: _____

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For and on behalf of
Smartwave Holdings Inc.
斯邁威控股有限公司

THE

SHAREHOLDERS:

斯邁威控股有限公司

.....
Authorised Signature(s)

By: _____

Name:

Title: Authorized Signatory



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For and on behalf of
Dongkong International Fifth Investment Inc.
東控國際第五投資有限公司

THE

.....
Authorised Signature(s)

SHAREHOLDERS:

东控国际第五投资有限公司



By: _____

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For and on behalf of
Dongkong International Seventh Investment Inc.
東控國際第七投資有限公司

THE

.....
Authorised Signature(s)

SHAREHOLDERS:

东控国际第七投资有限公司



By: _____

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

THE

SHAREHOLDERS:

景建创投有限公司



By: _____

Name:

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

THE

SHAREHOLDERS:

Noble Investment Holdings Limited

By: 

Name: **SCOTT KILPATRICK**

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

THE

SHAREHOLDERS:

Syn Invest Co. Ltd

By: _____

Name: _____

Title: Authorized Signatory



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

THE

SHAREHOLDERS:

中国人民财产保险股份有限公司

By: _____

Name: _____

Title: _____

Authorized Signatory



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE

SHAREHOLDERS:

阿尔卑斯阿尔派株式会社

By: 栗山 平弘

Name: TOSHIHIRO KURIYAMA

Title: Authorized Signatory
CEO.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE

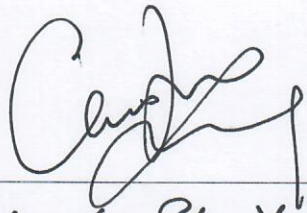
SHAREHOLDERS:

First Care 第一关爱

By: _____

Name:

Title:



CHANG SOU YIN
Authorized Signatory

基石投资协议
2023年9月14日

東軟熙康控股有限公司

及

宁波海曙产业投资有限公司

及

中国国际金融香港证券有限公司

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本协议（本「协议」）于2023年9月14日订立

订约方：

- (1) 東軟熙康控股有限公司，一家在开曼群岛注册成立的获豁免有限责任公司，其注册地址位于PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands（「本公司」）；
- (2) 宁波海曙产业投资有限公司，一家在中国注册成立的公司，其注册办事处位于浙江省宁波市海曙区大来街47，49号<6-8>（「投资者」）；
- (3) 中国国际金融香港证券有限公司，一家在香港注册成立的公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」，「独家保荐人」，「独家整体协调人」）。

鉴于：

- (A) 本公司已通过全球发售（「全球发售」）申请使其股份于交易所（定义见下文）上市，有关发售包括：
 - (a) 本公司作出的公开发售，以供香港公众认购13,381,000股股份（定义见下文）（「香港公开发售」）；及
 - (b) 依据S规例（定义见下文）于美国境外在离岸交易中向投资者（包括向香港的专业及机构投资者进行配售）及于美国境内根据《证券法》144A规则仅向定义见144A规则“合格机构买家”（「合格机构买家」）或依据其他适用豁免登记规定有条件配售公司发售的120,424,500股股份（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人，独家整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其附表）中，下述各个词语和表达具有下述涵义：

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控

制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式；

「会财局」指香港会计及财务汇报局；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(g)条所给予的涵义；

「联系人 / 紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人 / 紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》附录8第7(1)段规定以1%的总投资金额计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联合交易所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「资本市场中介」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「行为守则」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「《公司条例》」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）；

「《公司（清盘及杂项条文）条例》」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

「关连人士 / 核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士 / 核心关连人士」须据此解释；

「《合约(第三者权利)条例》」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）；

就任何相关股份而言，「处置」包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何

权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「处置」须相应解释；

「全球发售」具有叙文(A)所给予的涵义；

「有关政府部门」指任何政府、监管或管理委员会（包括但不限于证监会）、委员会、机关、部门或机构，或任何证券交易所（包括但不限于交易所）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「本集团」指本公司及其附属公司和综合联属实体；

「港元」指香港的法定货币；

「香港」指中国香港特别行政区；

「香港公开发售」具有叙文(A)所给予的涵义；

「获弥偿方」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「获弥偿方」指他们中的任何一个获弥偿方；

「国际发售」具有叙文(A)所给予的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的股份数目，其根据附表一的规定进行计算，并由本公司、独家整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括交易所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.005%的交易所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指股份首次于交易所主板上市的日期；

「**香港《上市规则》**」指经不时修订或补充的《香港联合交易所有限公司证券上市规则》及香港联合交易所的上市决定、指引和其他要求；

「**禁售期**」具有第5.1条所给予的涵义；

「**发售价**」指根据全球发售拟发售或销售的每股股份的最终港元价格（不包括经纪佣金和征费）；

「**整体协调人**」具有《上市规则》所给予的涵义；

「**超额配售权**」具有国际发售通函所给予的涵义；

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义；

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程；

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程和申请表，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

「**QDII**」指经中国证券监督管理委员会许可投资于外国证券市场的中国合格境内机构投资者，将代投资者根据本协议认购并持有投资者股份；

「**合格机构买家**」具有叙文(A)中所给予的涵义；

「**S规例**」指《证券法》S规例；

「**监管机构**」具有第6.2(i)条所给予的涵义；

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

「**144A规则**」指《证券法》第144条规则；

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）；

「**股份**」指公司股本中名义价值为每股0.0002美元的普通股，将在交易所以港元交易并将在交易所上市；

「**股份拆细**」指公司股本中名义价值为0.001美元的普通股拆细为5股每股名义价值0.0002美元的股份；

「**独家保荐人**」具有叙文(B)所给予的涵义；

「**独家整体协调人**」具有叙文(B)所给予的涵义；

「**交易所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所给予的涵义；

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「**包括**」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2 投资

2.1 在满足下文第3条所述条件（或由各方宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人和独家保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将在上市日期通过独家整体协调人及 / 或其附属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三个营业日向本公司、独家整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、独家整体协调人和独家保荐人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、独家整体协调人和独家保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)单独和共同地承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家整体协调人或独家保荐人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和独家整体协调人（代表他自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和独家整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

2.4 投资者无条件地和不可撤销地向本公司、独家整体协调人和独家保荐人各方承诺并保证：

- (i) 为履行本协议，投资人已与光大保德信基金管理有限公司签署资管合

同。投资人应根据其对该资管合同的履行，表示投资人对本协议须承担或与本协议有关的所有义务、承诺、陈述、保证、赔偿和责任；

(ii) 根据资管合同的约定，光大保德信基金管理有限公司作为资管合同项下资产管理人的义务包括进行境外证券投资应该遵守当地监管机构、交易所的法律法规的有关规定；及

(iii) 在法律法规允许及资管合同约定的范围内，促使光大保德信基金管理有限公司适当和准时地履行和遵守其相应的义务。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和独家整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人和独家保荐人予以宽免）为条件：

(a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) 本公司和独家整体协调人（代表他自身及全球发售承销商）已议定发售价；

(c) 香港联合交易所上市委员会已批准股份上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准（包括有关投资者认购投资者股份的豁免和批准），有关批准、允许或豁免在股份开始于香港联合交易所买卖前未被撤销；

(d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项声明、保证、承诺、承认和确认（截至本协议签署日）在所有方面均属准确和真实且不具误导性并将（截至交割日）所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十（180）天（或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或

共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以宽免），投资者购买及本公司和独家整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还（不计付利息）予投资者（在商业上可行的情况下尽快（无论在任何情况下均不得迟于本协议终止日后第30天）完成款项的退还，而本协议将停止及终止，本公司、独家整体协调人及 / 或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，若全球发售在所预期的日期及时间前因故未完成或根本无法完成，则本公司、独家整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故未完成或根本无法完成，而向本公司、独家整体协调人及 / 或独家保荐人或其各自的联属人士、高管、董事、雇员、员工、联系人、合伙人、代理和代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过独家整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家整体协调人决定的时间及方式予以认购。倘未能满足香港《上市规则》第8.08(3)条规定的要求，即在上市日期公众持有的股份中，三个最大公众股东可实益拥有的股份不超过50%，如果投资者是前三大公众股东之一，则独家整体协调人和公司有权调整投资者认购的投资者股份的分配数量。
- 4.2 投资者须按上市日期香港时间上午8点或其之前，不论投资者股份的交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至独家整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于三(3)个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4 投资者股份亦可以公司、独家整体协调人、独家保荐人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。
- 4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、独家整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6 倘若因超出本公司、独家保荐人和独家整体协调人控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则本公司、独家保荐人和独家整体协调人分别无须就任何未能或延迟履行其在本协议下的义务承担法律责任，且他们分别有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于严重急性呼吸综合征、H5N1流感、中东呼吸综合症及新型冠状病毒）的爆发或升级、国家、国际或区域紧急情况、经济制裁、爆炸、战争（不论是否已宣战）、火灾、暴乱、叛乱、公众动乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（如投资者股份将由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方约定、契诺并向其承诺：**(a)**未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，投资者不会，并导致其附属人士不会（不论直接或间接），自上市日期起十二(12)个月期限内（「**禁售期**」）的任何时间直接或间接**(i)**以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券）；**(ii)**允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或**(iii)**直接或间接订立与任何前述交易具有相同经济效益的任何交易；或**(iv)**同意或签约达成第**(i)**、**(ii)**和**(iii)**项所述的任何交易或公布达成任何上述交易的意向；及**(b)**倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、独家保荐人及独家整体协调人，并确保该处置将遵守所有适用法

律。

在上一段的规限下，投资者同意并向本公司、独家整体协调人和独家保荐人承诺，在禁售期到期后的任何时间，如投资者或投资者的任何全资附属公司订立处置任何相关股份的交易或同意达成或签约达成上述交易或公布达成上述交易的意向，投资者（为其自身及代表其全资附属公司）应采取商业上合理的步骤以确保该处置不会在股份中造成混乱和虚假的市场并应遵守所有相关司法辖区的所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 至少提前五(5)个工作日向本公司和独家整体协调人提供该等转让的书面通知，其中包含该全资子公司的身份和此类证据，并使本公司和独家整体协调人满意，证明预期受让人是如本公司和独家整体协调人所要求的投资者的全资子公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、独家整体协调人及独家保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(A) 是合资格机构买家或(B)(i)并非美国人士；(ii)位于美国境外；并(iii)根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比）。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家整体协调人和 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促使控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与本公司、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立或将接受或订立与香港《上市规则》（包括香港联合交易所指引信HKEX-GL51-13或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其联属人士、董事、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、独家整体协调人和独家保荐人承认、同意和确认：
- (a) 本公司、独家整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并在公司和联交所网站上展示供公众查阅；
- (c) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (d) 投资者股份将由投资者通过独家整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

- (e) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (f) 投资者股份数目可能受根据香港《上市规则》第18项应用指引在国际发售与香港公开发售之间的重新分配股份，或交易所可能批准及不时适用于本公司的其他比例影响；
- (g) 独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 对于认购投资者股份或有关投资者股份的任何交易的任何税务、法律、货币或其他经济后果或其他后果，本公司、独家保荐人和独家整体协调人及其各自的任何附属公司、代理、董事、雇员或联属人士以及涉及全球发售的任何其他方不承担任何责任；
- (j) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (k) 如投资者依据144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (l) 其明白及同意，仅可(A) 依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B) 依据《证券法》S规例在美国境外于「离岸」交易（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、独家整体协调人、独家保荐人或国际发售的任何国际承销商均无就《证券法》下第144条和第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何

声明；

- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、高级人员、雇员、顾问、代理及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利

（如有）；

- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者及其任何联属人士或代其行事的任何人士均未从事或将从事任何有关股份的直接销售活动（具有S规例所指的涵义）；
- (s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，各名投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及/或独家保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (u) 独家整体协调人、独家保荐人、其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、香港《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

- (w) 其已就本公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人、承销商或资本市场中介所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级人员、雇员、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，本公司、独家整体协调人及独家保荐人及其各自的附属公司、联属公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表或涉及全球发售的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；
- (y) 若全球发售因故未完成，本公司、独家整体协调人、独家保荐人或其各自的任何联系人、关联公司、董事、高级职员、雇员、顾问、代理或代表对投资者或子公司不承担任何责任；
- (z) 本公司及独家整体协调人对变更或调整(i)全球发售项下待发行的股份股数；及(ii)香港公开发售及国际发售项下分别待发行的股份股数拥有绝对酌情权；
- (aa) 投资者同意于上市日期或根据第4.5条约定的其他日期 上午8点（香港时间）之前，支付总投资金额及相关经纪佣金与资费；
- (bb) 交易股份须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续及其正常经营，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；

- (b) 其有资格接收和使用本协议下的信息(其中包括本协议、招股章程草案和初步发售通函草稿), 该信息不会违反适用于该投资者的法律或需要在该投资者在所在的司法管辖区内任何的注册或许可;
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限;
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力, 及已采取所有相关必要行动(包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权);
- (e) 本协议已经投资者妥为授权、签立及交付, 及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务;
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤;
- (g) (i) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记(「**批准**」)均已取得及具备十足效力及作用; 及(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制; 及(iii)该等批准截至本协议签署之日尚未撤回, 投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况; 投资者进一步同意并承诺, 如果批准因任何原因不再具备十足效力及作用, 将立即通知本公司, 独家整体协调人和独家保荐人。
- (h) 投资者签立及交付本协议, 及履行本协议及认购投资者股份将不会违反或导致投资者违反: (i)投资者的组织章程及细则或其他组成或章程文件; 或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律, 就投资者认购投资者股份可能以其他方式适用于投资者的法律; 或(iii)分别对投资者具有约束力的任何协议或其他文书; 或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令;
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律, 包括按适用当局或机构或证券交易所(「**监管机构**」)的要求在时限内向香港联合交易所、证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供, 或促使或促致直接或间接通过本公司、独家整体协调人及/或独家保荐人向上述机构提供所要求的信息(包括投资者股份最终实益拥有人(如有)或最终负责发出有关认购指令的人士的身份信息), 并接受及同意该等信息的披露。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自附属人士按监管机构的要求向其披露有关本协议项下交易的所有信息;
- (j) 投资者拥有有关财务及商业事宜的知识及经验, 以致(i)其能评估投资者股份潜在投资的优点及风险; (ii)其能够承担该等投资的经济风险,

包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易任何独家整体协调人、独家保荐人、承销商或资本市场中介的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i)若于美国境内认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且并非美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 投资者及投资者的实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见香港《上市规则》）或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见香港《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见《公司收购、合并及股份回购守则》）；及(iii)并非受本公司，其核心关连人士(定义见香港《上市规则》)、现有股东、附属公司或其各自的紧密联系人(定义见香港《上市规则》)之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收公司及其任何核心关连人士、现有股东、附属公司或其各自的紧密联系人的任何指令；及(iv)不属于香港《上市规则》附录六第5段所述人士类别；
- (p) 投资者会使用其自有资金认购投资者股份，及其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人均非独家整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商、分销商、资本市场中介中任何人士的「关连客户」，且不属于香港《上市规则》附录六（《股本证券的配售指引》）所述人士类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定

义见香港《上市规则》)管理。词语「**全权管理投资组合**」具有香港《上市规则》附录六(《股本证券的配售指引》)赋予其的涵义;

- (s) 投资者及其实益拥有人及其联系人均非本公司或其联系人的董事(包括本协议签署日前12个月的董事)、监事或当前股东或上述任何职位的提名人士;
- (t) 投资者并未及将不会就分销股份与任何「分销商」(定义见S规例)订立任何合约安排,惟与其联属人士订立或经本公司事先书面同意则除外;
- (u) 认购投资者股份将遵守香港《上市规则》附录六(《股本证券的配售指引》)的条文、证券交易所指引信HKEX-GL51-13及HKEX-GL85-16;
- (v) 投资者及其紧密联系人所持(直接或间接)本公司已发行股份总数不得导致公众持有(具有香港《上市规则》所指含义)的本公司证券总数低于香港《上市规则》规定的百分比或香港联合交易所另行批准的百分比;
- (w) 投资者、其实益拥有人及/或联系人依据本协议认购投资者股份时并未获得本公司及其任何附属公司或任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商或资本市场中介(直接或间接)融资;投资者及其每名联系人(如有)独立于已参与或将参与全球发售的其他投资者及其任何联系人,且与该等投资者及其任何联系人并无关连;
- (x) 除非本协议作出规定,否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺;
- (y) 投资者、其联属人士、董事、高级人员、雇员或代理为一方,本公司或本集团任何成员及其各自联属人士、董事、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议,包括任何不符合香港《上市规则》的附函(包括香港联合交易所指引函HKEx-GL51-13);及
- (z) 除依据本协议外,投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单。

6.3 投资者向本公司、独家整体协调人及独家保荐人声明及保证,附表二所载有关其及其所属的公司集团的说明在各方面真实、完整及准确,及并无具有误导性。在不损害第6.1(b)条条文的的前提下,若在本公司、独家整体协调人及独家保荐人全权看来必要,则投资者不可撤销地同意于公开文件、营销及路演

材料及本公司、独家整体协调人及 / 或独家保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家整体协调人及 / 或独家保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括香港联合交易所及证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明及承认。投资者承认，本公司、独家整体协调人、独家保荐人、承销商及资本市场中介及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家整体协调人及独家保荐人。
- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或投资者的全资附属公司（如相关股份由该全资附属公司持有）或其各自高级人员、董事、雇员、职员、联属人士、顾问、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协调人、独家保荐人、全球发售的承销商及资本市场中介（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各自各自高级人员、董事、监事、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第

4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于香港联合交易所上市的股份享有同等地位；

- (d) 本公司、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合香港《上市规则》（包括香港联合交易所指引信HKEX-GL51-13）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.5条或第4.4条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经各方书面同意予以终止。
- 7.2 在不影响7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。
- 7.3 尽管有前述规定，第6.5条在任何情况下均应在本协议终止后继续有效，投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，

任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家整体协调人、独家保荐人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 香港联合交易所、证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
 - (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括香港联合交易所及证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及在香港联合交易所及公司网站上展示使之可供公众查阅）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顧問提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）、其与本公司的关系及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司能够遵守适用的公司或证券登记及 / 或包括香港联合交易所和证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 沈阳市浑南区创新路175-3号B3楼
邮件： wangsl@neusoft.com
电话： +86 (24) 2335 6235
收件人： 王淑力

若发送至投资者，则发送至：

地址： 宁波市海曙区药行街139号中国银行大厦12楼1208
电话： 13357166469
收件人： 薛乐群

若发送至中金，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮件： GI_Spring@cicc.com.cn
传真： +852 2872 2100
收件人： Spring项目工作组

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为正式发送时间；若通过传真发送，则为收到确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目和发售价的计算及决定具有决定性。

- 10.3 投资者本公司、独家整体协调人及独家保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.4 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.5 本协议将仅以中文签署。
- 10.6 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.8 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.9 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.10 在本第10.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.10(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.11 独家整体协调人及独家保荐人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.12 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的

权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文任何违反行为的豁免不得生效或被默示生效。

- 10.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.14 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家整体协调人及独家保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.16 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁法庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

東軟熙康控股有限公司

签署人：



姓名：宗文红

职衔：执行董事

为及代表：

宁波海曙产业投资有限公司



签署人：



姓名：

职衔： 总经理

FOR AND ON BEHALF OF: 为及代表:

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED

中国国际金融香港证券有限公司

By: Liang Jin
Name: LIANG Jin 梁锦
Title: Managing Director 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目为12,594,000股股份。

根据香港《上市规则》第18项应用指引第4.2段及交易所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%。

附表二
投资者详情

投资者

注册成立地:	中国
商业登记号码:	91330203MA2CKEG51K
主要业务:	实业投资, 股权投资管理咨询服务
最终控股股东:	宁波市海曙区国有资产管理中心
最终控股股东的注册地:	中国
最终控股股东的商业登记号码:	N/A
最终控股股东的主要业务:	N/A
股东及持有之权益:	宁波市海曙国有资本投资经营集团有限公司-100% 宁波市海曙国有资本投资经营集团有限公司由宁波市海曙区国有资产管理中心持有90%股份, 由浙江省财务开发有限责任公司(浙江省财务厅的全资持有公司)持有10%股份

投资者在招股章程中的描述:

Haishu Investment

Ningbo Haishu Industrial Investment Co., Ltd. (寧波海曙產業投資有限公司, "**Haishu Investment**") is a limited liability company incorporated in the PRC and is wholly owned by Ningbo Haishu State-owned Capital Investment Operation Group Co., Ltd. (寧波市海曙國有資本投資經營集團有限公司, "**Haishu Guotou**"). Haishu Guotou is owned as to 90% by the State-owned Assets Management Center of Haishu District of Ningbo Municipal City (寧波市海曙區國有資產管理中心) and 10% by Zhejiang Provincial Finance Development Co., Ltd. (浙江省財務開發公司), which is in turn wholly owned by Zhejiang Provincial Department of Finance (浙江省財務廳). Haishu Investment is principally engaged in equity investment and direct investment in various industries such as smart manufacturing, new materials, intelligent robots, civil-military integration and semiconductors.

海曙投资

宁波海曙产业投资有限公司（「**海曙投资**」）为一间于中国注册成立的有限责任公司，其由宁波市海曙国有资本投资经营集团有限公司（「**海曙国投**」）全资所有。海曙国投由宁波市海曙区国有资产管理中心和浙江省财政厅全资所有的浙江省财务开发公司分别持有90%和10%的股份。海曙投资主要从事智能制造、新材料、智能机器人、军民融合和半导体等多个行业的股权投资和直接投资。

基石投资协议
2023年9月14日

東軟熙康控股有限公司

及

宁波市产业发展基金有限公司

及

中国国际金融香港证券有限公司

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本协议（本「协议」）于2023年9月14日订立

订约方：

- (1) 東軟熙康控股有限公司，一家在开曼群岛注册成立的获豁免有限责任公司，其注册地址位于PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands（「本公司」）；
- (2) 宁波市产业发展基金有限公司，一家在中国注册成立的公司，其注册办事处位于浙江省宁波市海曙区国医街12号1-5室（「投资者」）；
- (3) 中国国际金融香港证券有限公司，一家在香港注册成立的公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」，「独家保荐人」，「独家整体协调人」）。

鉴于：

- (A) 本公司已通过全球发售（「全球发售」）申请使其股份于交易所（定义见下文）上市，有关发售包括：
 - (a) 本公司作出的公开发售，以供香港公众认购13,381,000股股份（定义见下文）（「香港公开发售」）；及
 - (b) 依据S规例（定义见下文）于美国境外在离岸交易中向投资者（包括向香港的专业及机构投资者进行配售）及于美国境内根据《证券法》144A规则仅向定义见144A规则“合格机构买家”（「合格机构买家」）或依据其他适用豁免登记规定有条件配售公司发售的120,424,500股股份（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人，独家整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其附表）中，下述各个词语和表达具有下述涵义：

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控

制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式；

「会财局」指香港会计及财务汇报局；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(g)条所给予的涵义；

「联系人 / 紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人 / 紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》附录8第7(1)段规定以1%的总投资金额计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联合交易所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「资本市场中介」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「行为守则」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「《公司条例》」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）；

「《公司（清盘及杂项条文）条例》」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

「关连人士 / 核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士 / 核心关连人士」须据此解释；

「《合约(第三者权利)条例》」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）；

就任何相关股份而言，「处置」包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何

权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

「**全球发售**」具有叙文(A)所给予的涵义；

「**有关政府部门**」指任何政府、监管或管理委员会（包括但不限于证监会）、委员会、机关、部门或机构，或任何证券交易所（包括但不限于交易所）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「**本集团**」指本公司及其附属公司和综合联属实体；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有叙文(A)所给予的涵义；

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方；

「**国际发售**」具有叙文(A)所给予的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的股份数目，其根据附表一的规定进行计算，并由本公司、独家整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括交易所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.005%的交易所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指股份首次于交易所主板上市的日期；

「**香港《上市规则》**」指经不时修订或补充的《香港联合交易所有限公司证券上市规则》及香港联合交易所的上市决定、指引和其他要求；

「**禁售期**」具有第5.1条所给予的涵义；

「**发售价**」指根据全球发售拟发售或销售的每股股份的最终港元价格（不包括经纪佣金和征费）；

「**整体协调人**」具有《上市规则》所给予的涵义；

「**超额配售权**」具有国际发售通函所给予的涵义；

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义；

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程；

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程和申请表，及本公司就全球发售可能

发出的其他文件和公告（均经不时修订或补充）；

「**QDII**」指经中国证券监督管理委员会许可投资于外国证券市场的中国合格境内机构投资者，将代投资者根据本协议认购并持有投资者股份；

「**合格机构买家**」具有叙文(A)中所给予的涵义；

「**S规例**」指《证券法》S规例；

「**监管机构**」具有第6.2(i)条所给予的涵义；

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

「**144A规则**」指《证券法》第144条规则；

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）；

「**股份**」指公司股本中名义价值为每股[0.0002]美元的普通股，将在交易所以港元交易并将在交易所上市；

「**股份拆细**」指公司股本中名义价值为0.001美元的普通股拆细为5股每股名义价值0.0002美元的股份；

「**独家保荐人**」具有叙文(B)所给予的涵义；

「**独家整体协调人**」具有叙文(B)所给予的涵义；

「**交易所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所给予的涵义；

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「**包括**」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第3条所述条件（或由各方宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人和独家保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将在上市日期通过独家整体协调人及 / 或其附属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前三个营业日向本公司、独家整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且 (A) 是合格机构买家或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：
- (a) 投资者须促使该全资附属公司于该日向本公司、独家整体协调人和独家保荐人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、独家整体协调人和独家保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)单独和共同地承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。
- 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家整体协调人或独家保荐人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。
- 2.3 本公司和独家整体协调人（代表他自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和独家整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。
- 2.4 投资者无条件地和不可撤销地向本公司、独家整体协调人和独家保荐人各方承诺并保证：

(i) 为履行本协议，投资人已与光大保德信基金管理有限公司签署资管合同。投资人应根据其对该资管合同的履行，表示投资人对本协议须承担或与本协议有关的所有义务、承诺、陈述、保证、赔偿和责任；

(ii) 根据资管合同的约定，光大保德信基金管理有限公司作为资管合同项下资产管理人的义务包括进行境外证券投资应该遵守当地监管机构、交易所的法律法规的有关规定；及

(iii) 在法律法规允许及资管合同约定的范围内，促使光大保德信基金管理有限公司适当和准时地履行和遵守其相应的义务。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和独家整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人和独家保荐人予以宽免）为条件：

(a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) 本公司和独家整体协调人（代表他自身及全球发售承销商）已议定发售价；

(c) 香港联合交易所上市委员会已批准股份上市及允许买卖股份（包括投资者股份）以及其他适用豁免和批准（包括有关投资者认购投资者股份的豁免和批准），有关批准、允许或豁免在股份开始于香港联合交易所买卖前未被撤销；

(d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项声明、保证、承诺、承认和确认（截至本协议签署日）在所有方面均属准确和真实且不具误导性并将（截至交割日）所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于[本协议签署日后第一百八十（180）天]（或本公司、投资者、独家

整体协调人及独家保荐人可能书面约定的其他日期)当日或之前未能履行或共同豁免第3.1条所载的任何条件(但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以豁免,且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以豁免),投资者购买及本公司和独家整体协调人发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务将终止,且投资者根据本协议支付予任何其他方的任何款项须由该方退还(不计付利息)予投资者(在商业上可行的情况下尽快(无论在任何情况下均不得迟于本协议终止日后第30天)完成款项的退还),而本协议将停止及终止,本公司、独家整体协调人及/或独家保荐人承担的一切义务及责任将结束及终止;惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问,本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认,无法保证全球发售将会完成或不会延迟或终止,若全球发售在所预期的日期及时间前因故未完成或根本无法完成,则本公司、独家整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故未完成或根本无法完成,而向本公司、独家整体协调人及/或独家保荐人或其各自的联属人士、高管、董事、雇员、员工、联系人、合伙人、代理和代表提起任何申索或诉讼的任何权利(如有)。

4 交割

- 4.1 受第3条及第4条规限,投资者将根据及作为全球发售一部分以及通过独家整体协调人(及/或他们各自的联属人士)以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此,投资者股份将在国际发售交割的同时,按本公司、独家整体协调人决定的时间及方式予以认购。倘未能满足香港《上市规则》第8.08(3)条规定的要求,即在上市日期公众持有的股份中,三个最大公众股东可实益拥有的股份不超过50%,如果投资者是前三大公众股东之一,则独家整体协调人和公司有权调整投资者认购的投资者股份的分配数量。
- 4.2 投资者须按上市日期香港时间[上午8点]或其之前,不论投资者股份的交付时间,以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于[一(1)]个整营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费(至独家整体协调人可能通知投资者的港元银行账户),而不作出任何扣减或抵销,相关通知内容须包括(除其他事项外)付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 根据第4.2条就投资者股份作出如期支付后,向投资者交付投资者股份(视情况而定)应通过中央结算系统作出,方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于[三(3)]个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4 投资者股份亦可以公司、独家整体协调人、独家保荐人及投资者可能书面约定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后[三(3)]个营业日。
- 4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、独家整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。
- 4.6 倘若因超出本公司、独家保荐人、独家整体协调人控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则本公司、独家保荐人、独家整体协调人分别无须就任何未能或延迟履行其在本协议下的义务承担法律责任，且他们分别有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于严重急性呼吸综合征、H5N1流感、中东呼吸综合症及新型冠状病毒）的爆发或升级、国家、国际或区域紧急情况、经济制裁、爆炸、战争（不论是否已宣战）、火灾、暴乱、叛乱、公众动乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（如投资者股份将由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方约定、契诺并向其承诺：**(a)**未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，投资者不会，并导致其附属人士不会（不论直接或间接），自上市日期起十二(12)个月期限内（「**禁售期**」）的任何时间直接或间接**(i)**以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券）；**(ii)**允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或**(iii)**直接或间接订立与任何前述交易具有相同经济效益的任何交易；或**(iv)**同意或签约达成第**(i)**、**(ii)**和**(iii)**项所述的任何交易或公布达成任何上述交易的意向；及**(b)**倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、独家保荐人、独家整体协调人，并确保该处置将遵守所有适用法律。

在上一段的规限下，投资者同意并向本公司、独家整体协调人和独家保荐人

承诺，在禁售期到期后的任何时间，如投资者或投资者的任何全资附属公司订立处置任何相关股份的交易或同意达成或签约达成上述交易或公布达成上述交易的意向，投资者（为其自身及代表其全资附属公司）应采取商业上合理的步骤以确保该处置不会在股份中造成混乱和虚假的市场并应遵守所有相关司法辖区的所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 至少提前[五(5)]个工作日向本公司和独家整体协调人提供该等转让的书面通知，其中包含该全资子公司的身份和此类证据，并使本公司和独家整体协调人满意，证明预期受让人是如本公司和独家整体协调人所要求的投资者的全资子公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、独家整体协调人及独家保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(A) 是合格机构买家或(B)(i)并非美国人士；(ii)位于美国境外；并(iii)根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥

有的总股权在任何时候应低于本公司全部已发行股本的10%（或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比）。

- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家整体协调人和 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与本公司、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立或将接受或订立与香港《上市规则》（包括香港联合交易所指引信HKEX-GL51-13或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认并承诺，其联属人士、董事、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、独家整体协调人和独家保荐人承认、同意和确认：
- (a) 本公司、独家整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。
 - (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并在公司和联交所网站上展示供公众查阅；
 - (c) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
 - (d) 投资者股份将由投资者通过独家整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
 - (e) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章

程文件及本协议的条款和条件接受投资者股份；

- (f) 投资者股份数目可能受根据香港《上市规则》第18项应用指引在国际发售与香港公开发售之间的重新分配股份，或交易所可能批准及不时适用于本公司的其他比例影响；
- (g) 独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 对于认购投资者股份或有关投资者股份的任何交易的任何税务、法律、货币或其他经济后果或其他后果，本公司、独家保荐人、独家整体协调人及其各自的任何附属公司、代理、董事、雇员或联属人士以及涉及全球发售的任何其他方不承担任何责任；
- (j) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (k) 如投资者依据144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (l) 其明白及同意，仅可(A) 依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B) 依据《证券法》S规例在美国境外于「离岸」交易（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、独家整体协调人、独家保荐人或国际发售的任何国际承销商均无就《证券法》下第144条和第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、高级人员、雇员、顾问、代理及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者及其任何附属人士或代其行事的任何人士均未从事或将从事任何有关股份的直接销售活动（具有S规例所指的涵义）；
- (s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，各名投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；
- (u) 独家整体协调人、独家保荐人、其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、香港《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、投资者股份及认购本协议所规定的投资者股份的条款

自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人、承销商或资本市场中介所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级人员、雇员、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；

- (x) 其明白，投资者股份目前并无公开市场，本公司、独家整体协调人及独家保荐人及其各自的附属公司、联属公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表或涉及全球发售的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；
- (y) 若全球发售因故未完成，本公司、独家整体协调人、独家保荐人或其各自的任何联系人、关联公司、董事、高级职员、雇员、顾问、代理或代表对投资者或子公司不承担任何责任；
- (z) 本公司及独家整体协调人对变更或调整(i)全球发售项下待发行的股份股数；及(ii)香港公开发售及国际发售项下分别待发行的股份股数拥有绝对酌情权；
- (aa) 投资者同意于上市日期或根据第4.5条约定的其他日期 [上午8点]（香港时间）之前，支付总投资金额及相关经纪佣金与费；
- (bb) 交易股份须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续及其正常经营，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议下的信息(其中包括本协议、招股章程草案

和初步发售通函草稿), 该信息不会违反适用于该投资者的法律或需要在该投资者在所在的司法管辖区内任何的注册或许可;

- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限;
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力, 及已采取所有相关必要行动 (包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权);
- (e) 本协议已经投资者妥为授权、签立及交付, 及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务;
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤;
- (g) (i) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记 (「**批准**」) 均已取得及具备十足效力及作用; 及(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制; 及(iii)该等批准截至本协议签署之日尚未撤回, 投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况; 投资者进一步同意并承诺, 如果批准因任何原因不再具备十足效力及作用, 将立即通知本公司, 独家整体协调人和独家保荐人。
- (h) 投资者签立及交付本协议, 及履行本协议及认购投资者股份将不会违反或导致投资者违反: (i)投资者的组织章程及细则或其他组成或章程文件; 或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律, 就投资者认购投资者股份可能以其他方式适用于投资者的法律; 或(iii)分别对投资者具有约束力的任何协议或其他文书; 或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令;
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律, 包括按适用当局或机构或证券交易所 (「**监管机构**」) 的要求在时限内向香港联合交易所、证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供, 或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述机构提供所要求的信息 (包括投资者股份最终实益拥有人 (如有) 或最终负责发出有关认购指令的人士的身份信息), 并接受及同意该等信息的披露。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自附属人士按监管机构的要求向其披露有关本协议项下交易的所有信息;
- (j) 投资者拥有有关财务及商业事宜的知识及经验, 以致(i)其能评估投资者股份潜在投资的优点及风险; (ii)其能够承担该等投资的经济风险, 包括完全损失于投资者股份的投资; (iii)其已收到其认为对决定是否

投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易任何独家整体协调人、独家保荐人、承销商或资本市场中介的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i)若于美国境内认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且并非美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 投资者及投资者的实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见香港《上市规则》）或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见香港《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见《公司收购、合并及股份回购守则》）；及(iii)并非受本公司，其核心关连人士(定义见香港《上市规则》)、现有股东、附属公司或其各自的紧密联系人(定义见香港《上市规则》)之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收公司及其任何核心关连人士、现有股东、附属公司或其各自的紧密联系人的任何指令；及(iv)不属于香港《上市规则》附录六第5段所述人士类别；
- (p) 投资者会使用其自有资金认购投资者股份，及其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及 / 或联系人均非独家整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商、分销商、资本市场中介中任何人士的「关连客户」，且不属于香港《上市规则》附录六（《股本证券的配售指引》）所述人士类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见香港《上市规则》）管理。词语「**全权管理投资组合**」具有香港

《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；

- (s) 投资者及其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签署日前12个月的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销股份与任何「分销商」（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守香港《上市规则》附录六（《股本证券的配售指引》）的条文、证券交易所指引信HKEX-GL51-13及HKEX-GL85-16；
- (v) 投资者及其紧密联系人所持（直接或间接）本公司已发行股份总数不得导致公众持有（具有香港《上市规则》所指含义）的本公司证券总数低于香港《上市规则》规定的百分比或香港联合交易所另行批准的百分比；
- (w) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司及其任何附属公司或任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商或资本市场中介（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (x) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (y) 投资者、其联属人士、董事、高级人员、雇员或代理为一方，本公司或本集团任何成员及其各自联属人士、董事、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括香港联合交易所指引函HKEx-GL51-13)；及
- (z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单。

6.3 投资者向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家整体协调人及 / 或独家保荐人可能就全球发售发布的其

他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、独家整体协调人及/或独家保荐人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或主管监管机构或有关政府部门（包括香港联合交易所及证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明及承认。投资者承认，本公司、独家整体协调人、独家保荐人、承销商及资本市场中介及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家整体协调人及独家保荐人。
- 6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或投资者的全资附属公司（如相关股份由该全资附属公司持有）或其各自高级人员、董事、雇员、职员、联属人士、顾问、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协调人、独家保荐人、全球发售的承销商及资本市场中介（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
 - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置

权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于香港联合交易所上市的股份享有同等地位；

- (d) 本公司、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合香港《上市规则》（包括香港联合交易所指引信 HKEX-GL51-13）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.5条或第4.4条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2 在不影响7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3 尽管有前述规定，第6.5条在任何情况下均应在本协议终止后继续有效，投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家整

体协调人、独家保荐人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 香港联合交易所、证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任及（iii）其他必要知悉的相关人员；及
 - (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括香港联合交易所及证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及在香港联合交易所及公司网站上展示使之可供公众查阅）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）、其与本公司的关系及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司能够遵守适用的公司或证券登记及 / 或包括香港联合交易所和证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 沈阳市浑南区创新路175-3号B3楼
邮件： wangsl@neusoft.com
电话： +86 (24) 2335 6235
收件人： 王淑力

若发送至投资者，则发送至：

地址： 宁波市海曙区柳汀街225号月湖金汇大厦15楼
邮件： 13958234547@163.com
电话： +86 139 5823 4547
收件人： 冯诚力

若发送至中金，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮件： GI_Spring@cicc.com.cn
传真： +852 2872 2100
收件人： Spring项目工作组

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为正式发送时间；若通过传真发送，则为收到确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签订及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投

投资者股份数目和发售价的计算及决定具有决定性。

- 10.3 投资者本公司、独家整体协调人及独家保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.4 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.5 本协议将仅以中文签署。
- 10.6 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.8 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.9 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.10 在本第10.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.10(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.11 独家整体协调人及独家保荐人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.12 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得

妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.14 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.15 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独家整体协调人及独家保荐人有权取消本协议及本协议项下各方的所有责任即告终止。

10.16 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为中文。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁法庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿

裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

为及代表：

東軟熙康控股有限公司

签署人：

The image shows a handwritten signature in black ink over a horizontal line. To the left and right of the signature are two identical purple circular corporate seals. Each seal contains the text 'EASTSOFT XIKANG HOLDINGS LIMITED' around the perimeter and '東軟熙康控股有限公司' in the center.

姓名：宗文红

职衔：执行董事

为及代表:

宁波市产业发展基金有限公司

签署人:



姓名:



职衔:

法人

FOR AND ON BEHALF OF: 为及代表:

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED

中国国际金融香港证券有限公司

By: Liang Jin
Name: LIANG Jin 梁锦
Title: Managing Director 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目为12,594,000股股份。

[根据香港《上市规则》第18项应用指引第4.2段及交易所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「[全球发售架构—香港公开发售—重新分配]」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%。

附表二
投资者详情

投资者

注册成立地:	中国
商业登记号码:	91330200MA2818UM6M
主要业务:	股权投资
最终控股股东:	宁波市人民政府国有资产监督管理委员会
最终控股股东的注册地:	中国
最终控股股东的商业登记号码:	N/A
最终控股股东的主要业务:	N/A
股东及持有之权益:	宁波通商控股集团有限公司-100%

Ningbo industrial Fund

Ningbo Industrial Development Fund Co., Ltd. (寧波市產業發展基金有限公司, "Ningbo Industrial Fund") is a limited liability company incorporated in the PRC and is wholly owned by Ningbo Commerce Holdings Group Co., Ltd. (寧波通商控股集團有限公司, "Ningbo Commerce Holdings Group"). Ningbo Commerce Holdings Group is wholly owned by the State-owned Assets Supervision and Management Commission of Ningbo Municipal Government (寧波市人民政府國有資產監督管理委員會, "Ningbo SASAC"). Ningbo Industrial Fund is principally engaged in equity investment in various industries.

宁波产业基金

宁波市产业发展基金有限公司（「**宁波產業基金**」）为一间于中国注册成立的有限责任公司，其由宁波通商控股集团有限公司全资所有（「**宁波通商控股集團**」）。宁波通商控股集团由宁波市人民政府国有资产监督管理委员会（「**宁波市国资委**」）全资所有。宁波产业基金主要从事各行业的股权投资。

For the purpose of the cornerstone investment, Ningbo Industrial Fund has engaged Everbright PGIM Fund Management Co., Ltd. (光大保德信基金管理有限公司), which is a qualified domestic institutional investor approved by the relevant PRC authorities, to subscribe for and hold such Offer Shares on behalf of it.

就基石投资而言，宁波产业基金已聘请中国有关部门批准的合格境内机构投资者光大保德信基金管理有限公司代表其认购和持有该等发售股份。

投资者在招股章程中的描述:

基石投资协议
2023年9月14日

東軟熙康控股有限公司

及

INFO EXPERT SERVICES LIMITED

及

中国国际金融香港证券有限公司

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本协议（本「协议」）于2023年9月14日订立

订约方：

- (1) 東軟熙康控股有限公司，一家在开曼群岛注册成立的获豁免有限责任公司，其注册地址位于PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands（「本公司」）；
- (2) INFO EXPERT SERVICES LIMITED，一家在British Virgin Islands注册成立的有限公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.（「投资者」）；

中国国际金融香港证券有限公司，一家在香港注册成立的有限公司，其注册办事处地址为香港中环港景街1号国际金融中心一期29楼（「中金」，「独家保荐人」，「独家整体协调人」）。

鉴于：

- (A) 本公司已通过全球发售（「全球发售」）申请使其股份于交易所（定义见下文）上市，有关发售包括：
 - (a) 本公司作出的公开发售，以供香港公众认购13,381,000股股份（定义见下文）（「香港公开发售」）；及
 - (b) 依据S规例（定义见下文）于美国境外在离岸交易中向投资者（包括向香港的专业及机构投资者进行配售）及于美国境内根据《证券法》144A规则仅向定义见144A规则“合格机构买家”（「合格机构买家」）或依据其他适用豁免登记规定有条件配售公司发售的120,424,500股股份（「国际发售」）。
- (B) 中金担任全球发售的独家保荐人，独家整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

1.1 在本协议（包括其附表）中，下述各个词语和表达具有下述涵义：

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控

制」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式；

「会财局」指香港会计及财务汇报局；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(g)条所给予的涵义；

「联系人 / 紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人 / 紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》附录8第7(1)段规定以1%的总投资金额计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联合交易所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「资本市场中介」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「行为守则」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「《公司条例》」指经不时修订、补充或以其他方式修改的《公司条例》（香港法例第622章）；

「《公司（清盘及杂项条文）条例》」指经不时修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

「关连人士 / 核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士 / 核心关连人士」须据此解释；

「《合约(第三者权利)条例》」指经不时修订、补充或另行修改的《合约(第三者权利)条例》（香港法例第623章）；

就任何相关股份而言，「处置」包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其任何

权益的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何权利负担或同意设立任何权利负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布或披露有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

「**全球发售**」具有叙文(A)所给予的涵义；

「**有关政府部门**」指任何政府、监管或管理委员会（包括但不限于证监会）、委员会、机关、部门或机构，或任何证券交易所（包括但不限于交易所）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「**本集团**」指本公司及其附属公司和综合联属实体；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有叙文(A)所给予的涵义；

「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方；

「**国际发售**」具有叙文(A)所给予的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的股份数目，其根据附表一的规定进行计算，并由本公司、独家整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括交易所和证监会）的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.005%的交易所交易费（或上市日期当时的交易费）以及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指股份首次于交易所主板上市的日期；

「**香港《上市规则》**」指经不时修订或补充的《香港联合交易所有限公司证券上市规则》及香港联合交易所的上市决定、指引和其他要求；

「**禁售期**」具有第5.1条所给予的涵义；

「**发售价**」指根据全球发售拟发售或销售的每股股份的最终港元价格（不包括经纪佣金和征费）；

「**整体协调人**」具有《上市规则》所给予的涵义；

「**超额配售权**」具有国际发售通函所给予的涵义；

「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有《证券及期货条例》附表1第1部所给予的涵义；

「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程；

「**公开文件**」指本公司就国际发售发出的初步发售通函和国际发售通函，就香港公开发售拟在香港发出的招股章程和申请表，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

「**合格机构买家**」具有叙文(A)中所给予的涵义；

「**S规例**」指《证券法》S规例；

「**监管机构**」具有第6.2(i)条所给予的涵义；

「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

「**144A规则**」指《证券法》第144条规则；

「**《证券法》**」指经不时修订、补充或以其他方式修改的《1933年美国证券法》以及据此颁布的规则和条例；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指经不时修订、补充或以其他方式修改的《证券及期货条例》（香港法例第571章）；

「**股份**」指公司股本中名义价值为每股0.0002美元的普通股，将在交易所以港元交易并将在交易所上市；

「**股份拆细**」指公司股本中名义价值为0.001美元的普通股拆细为5股每股名义价值0.0002美元的股份；

「**独家保荐人**」具有叙文(B)所给予的涵义；

「**独家整体协调人**」具有叙文(B)所给予的涵义；

「**交易所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所给予的涵义；

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有S规例赋予该词的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、

分条或附表；

- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述「包括」之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第3条所述条件（或由各方宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人和独家保荐人予以宽免）后及在本协议其他条款和条件的规限下：
- (a) 根据国际发售和作为国际发售的一部分，投资者将在上市日期通过独家整体协调人及 / 或其联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，按发售价认购投资者股份，本公司将按发售

价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三个营业日向本公司、独家整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(A)是合资格机构买家或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

(a) 投资者须促使该全资附属公司于该日向本公司、独家整体协调人和独家保荐人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、独家整体协调人和独家保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)单独和共同地承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、独家整体协调人或独家保荐人首先对该投资者附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 本公司和独家整体协调人（代表他自身和全球发售承销商）将按他们同意的方式厘定发售价格。投资者股份的确切数目将由本公司和独家整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司、独家整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、

独家整体协调人和独家保荐人予以宽免)为条件:

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件(根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改),以及任何前述包销协议未被终止;
- (b) 本公司和独家整体协调人(代表他自身及全球发售承销商)已议定发售价;
- (c) 香港联合交易所上市委员会已批准股份上市及允许买卖股份(包括投资者股份)以及其他适用豁免和批准(包括有关投资者认购投资者股份的豁免和批准),有关批准、允许或豁免在股份开始于香港联合交易所买卖前未被撤销;
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律,以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令;及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认和确认(截至本协议签署日)在所有方面均属准确和真实且不具误导性并将(截至交割日)所有方面均属准确和真实且不具误导性,以及投资者未严重违反本协议。

3.2 倘各方于本协议签署日后第一百八十(180)天(或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期)当日或之前未能履行或共同宽免第3.1条所载的任何条件(但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免,且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以宽免),投资者购买及本公司和独家整体协调人发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务将终止,且投资者根据本协议支付予任何其他方的任何款项须由该方退还(不计付利息)予投资者(在商业上可行的情况下尽快(无论在任何情况下均不得迟于本协议终止日后第30天)完成款项的退还,而本协议将停止及终止,本公司、独家整体协调人及/或独家保荐人承担的一切义务及责任将结束及终止;惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问,本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

3.3 投资者确认,无法保证全球发售将会完成或不会延迟或终止,若全球发售在所预期的日期及时间前因故未完成或根本无法完成,则本公司、独家整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故未完成或根本无法完成,而向本公司、独家

整体协调人及 / 或独家保荐人或其各自的联属人士、高管、董事、雇员、员工、联系人、合伙人、代理和代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过独家整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及独家整体协调人决定的时间及方式予以认购。倘未能满足香港《上市规则》第8.08(3)条规定的要求，即在上市日期公众持有的股份中，三个最大公众股东可实益拥有的股份不超过50%，如果投资者是前三大公众股东之一，则独家整体协调人和公司有权调整投资者认购的投资者股份的分配数量。
- 4.2 投资者须按上市日期香港时间上午8点或其之前，不论投资者股份的交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至独家整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于三(3)个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 投资者股份亦可以公司、独家整体协调人、独家保荐人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配售权的最后一日后三(3)个营业日。
- 4.5 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、独家整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6 倘若因超出本公司、独家保荐人和独家整体协调人控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则本公司、独家保荐人和独家整体协调人分别无须就任何未能或延迟履行其在本协议下的义务承担法律责任，且他们分别有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行

病（包括但不限于严重急性呼吸综合征、H5N1流感、中东呼吸综合症及新型冠状病毒）的爆发或升级、国家、国际或区域紧急情况、经济制裁、爆炸、战争（不论是否已宣战）、火灾、暴乱、叛乱、公众动乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（如投资者股份将由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方约定、契诺并向其承诺：(a)未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，投资者不会，并导致其附属人士不会（不论直接或间接），自上市日期起十二(12)个月期限内（「禁售期」）的任何时间直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益（包括任何可转换或可交换或可行权的证券或代表接收上述各项的权利的任何证券）；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、独家保荐人及独家整体协调人，并确保该处置将遵守所有适用法律。

在上一段的规限下，投资者同意并向本公司、独家整体协调人和独家保荐人承诺，在禁售期到期后的任何时间，如投资者或投资者的任何全资附属公司订立处置任何相关股份的交易或同意达成或签约达成上述交易或公布达成上述交易的意向，投资者（为其自身及代表其全资附属公司）应采取商业上合理的步骤以确保该处置不会在股份中造成混乱和虚假的市场并应遵守所有相关司法辖区的所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

- 5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 至少提前五(5)个工作日向本公司和独家整体协调人提供该等转让的书面通知，其中包含该全资子公司的身份和此类证据，并使本公司和独家整体协调人满意，证明预期受让人是如本公司和独家整体协调人所要求的投资者的全资子公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、独

家整体协调人及独家保荐人及按令他们满意的条款以他们为受益人)同意,且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束,包括本第5条对投资者施加的限制,犹如该全资附属公司自身受该等义务及限制的规限;

- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证;
 - (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者,并共同及各别地承担本协议订明的所有法律责任及义务;
 - (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司,则其须(及投资者须促致该附属公司)立即,及无论如何在不曾是投资者的全资附属公司之前,完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司,该其他全资附属公司须或投资者须促致该附属公司发出书面承诺(以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人),表明其同意受投资者在本协议项下的义务约束,包括本第5条所载对投资者施以的限制,及作出根据本协议规定作出的相同承认、声明及保证,犹如该全资附属公司自身受限于该等义务及限制,并须共同及个别承担本协议项下所有责任及义务;及
 - (f) 该全资附属公司(A)是合格机构买家或(B)(i)并非美国人士;(ii)位于美国境外;并(iii)根据S规例在离岸交易中收购相关股份。
- 5.3 投资者同意及承诺,除非取得本公司、独家整体协调人及独家保荐人的事先书面同意,投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权在任何时候应低于本公司全部已发行股本的10%(或于香港《上市规则》中不时就「主要股东」的界定规定的其他百分比)。
- 5.4 投资者同意,投资者乃按自营投资基准于本公司股本中持有股权,及应本公司、独家整体协调人和/或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据,证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及他须促致控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份(投资者股份除外)或申请香港公开发售的股份。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与本公司、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立或将接受或订立与香港《上市规则》(包括香港联合交易所指引信HKEX-GL51-13或香港监管部门发布的书面指引)不一致或相悖的任何安排或协议(包括任何附函)。投资者进一步确认并承诺,其联属人士、董事、高级人员、雇员或代理均未签署或将签署此类安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家整体协调人和独家保荐人承认、同意和确认：

- (a) 本公司、独家整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任。
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和香港《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并在公司和联交所网站上展示供公众查阅；
- (c) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (d) 投资者股份将由投资者通过独家整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (e) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (f) 投资者股份数目可能受根据香港《上市规则》第18项应用指引在国际发售与香港公开发售之间的重新分配股份，或交易所可能批准及不时适用于本公司的其他比例影响；
- (g) 独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (i) 对于认购投资者股份或有关投资者股份的任何交易的任何税务、法律、货币或其他经济后果或其他后果，本公司、独家保荐人和独家整体协调人及其各自的任何附属公司、代理、董事、雇员或联属人士以及涉及全球发售的任何其他方不承担任何责任；
- (j) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士直接或间接地发售、转售、质押或另行转让投资者股份或为了任何美国人士的利益，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (k) 如投资者依据144A规则认购投资者股份，投资者股份将构成《证券法》第144条所指的“限制性证券”；
- (l) 其明白及同意，仅可(A) 依据《证券法》下第144条或其项下其他豁免规定在美国境内转让投资者股份；或(B) 依据《证券法》S规例在美国境外于「离岸」交易（定义见S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、独家整体协调人、独家保荐人或国际发售的任何国际承销商均无就《证券法》下第144条和第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：
 - (i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问、代理及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及
 - (iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间

接购买、出售或买卖或交易股份或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者及其任何联属人士或代其行事的任何人士均未从事或将从事任何有关股份的直接销售活动（具有S规例所指的涵义）；
- (s) 其已获其认为对评估认购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，各名投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之

前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (u) 独家整体协调人、独家保荐人、其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、香港《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人、承销商或资本市场中介所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级人员、雇员、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，本公司、独家整体协调人及独家保荐人及其各自的附属公司、联属公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表或涉及全球发售的任何其他方并未就将存在投资者股份的公开或活跃市场作出担保；
- (y) 若全球发售因故未完成，本公司、独家整体协调人、独家保荐人或其

各自的任何联系人、关联公司、董事、高级职员、雇员、顾问、代理或代表对投资者或子公司不承担任何责任；

- (z) 本公司及独家整体协调人对变更或调整(i)全球发售项下待发行的股份股数；及(ii)香港公开发售及国际发售项下分别待发行的股份股数拥有绝对酌情权；
- (aa) 投资者同意于上市日期或根据第4.5条约定的其他日期 上午8点（香港时间）之前，支付总投资金额及相关经纪佣金与费用；
- (bb) 交易股份须遵守适用法律（包括根据《证券及期货条例》、香港《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；及
- (cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可。

6.2 投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续及其正常经营，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议下的信息(其中包括本协议、招股章程草案和初步发售通函草稿)，该信息不会违反适用于该投资者的法律或需要在该投资者在所在的司法管辖区内任何的注册或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用；及(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)该等批准截至本协议签署之日尚未

撤回，投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况；投资者进一步同意并承诺，如果批准因任何原因不再具备十足效力及作用，将立即通知本公司，独家整体协调人和独家保荐人。

- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（「监管机构」）的要求在时限内向香港联合交易所、证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括投资者股份最终实益拥有人（如有）或最终负责发出有关认购指令的人士的身份信息），并接受及同意该等信息的披露。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自附属人士按监管机构的要求向其披露有关本协议项下交易的所有信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不是有关本协议下拟议的交易任何独家整体协调人、独家保荐人、承销商或资本市场中介的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i)若于美国境内认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且并非美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 投资者及投资者的实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其

他协议的任何其他方存在关系)并非本公司的关连人士(定义见香港《上市规则》)或联系人,及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士(定义见香港《上市规则》),及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事(定义见《公司收购、合并及股份回购守则》);及(iii)并非受本公司,其核心关连人士(定义见香港《上市规则》)、现有股东、附属公司或其各自的紧密联系人(定义见香港《上市规则》)之一直接或间接融资、提供资金或支持,及并未习惯于接收及未曾接收公司及其任何核心关连人士、现有股东、附属公司或其各自的紧密联系人的任何指令;及(iv)不属于香港《上市规则》附录六第5段所述人士类别;

- (p) 投资者会使用其自有资金认购投资者股份,及其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资;
- (q) 投资者、其实益拥有人及/或联系人均非独家整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商、分销商、资本市场中介中任何人士的「关连客户」,且不属于香港《上市规则》附录六(《股本证券的配售指引》)所述人士类别。词语「关连客户」、「牵头经纪商」及「分销商」具有香港《上市规则》附录六(《股本证券的配售指引》)赋予其的涵义;
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者(定义见香港《上市规则》)管理。词语「全权管理投资组合」具有香港《上市规则》附录六(《股本证券的配售指引》)赋予其的涵义;
- (s) 投资者及其实益拥有人及其联系人均非本公司或其联系人的董事(包括本协议签署日前12个月的董事)、监事或当前股东或上述任何职位的提名人士;
- (t) 投资者并未及将不会就分销股份与任何「分销商」(定义见S规例)订立任何合约安排,惟与其联属人士订立或经本公司事先书面同意则除外;
- (u) 认购投资者股份将遵守香港《上市规则》附录六(《股本证券的配售指引》)的条文、证券交易所指引信HKEX-GL51-13及HKEX-GL85-16;
- (v) 投资者及其紧密联系人所持(直接或间接)本公司已发行股份总数不得导致公众持有(具有香港《上市规则》所指含义)的本公司证券总数低于香港《上市规则》规定的百分比或香港联合交易所另行批准的百分比;
- (w) 投资者、其实益拥有人及/或联系人依据本协议认购投资者股份时并

未获得本公司及其任何附属公司或任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商或资本市场中介（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；

- (x) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (y) 投资者、其联属人士、董事、高级人员、雇员或代理为一方，本公司或本集团任何成员及其各自联属人士、董事、高级人员、雇员或代理为另一方之间尚未或将签订或安排任何协议，包括任何不符合香港《上市规则》的附函(包括香港联合交易所指引函HKEx-GL51-13)；及
- (z) 除依据本协议外，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单。

6.3 投资者向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家整体协调人及 / 或独家保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家整体协调人及 / 或独家保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构或有关政府部门（包括香港联合交易所及证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明及承认。投资者承认，本公司、独家整体协调人、独家保荐人、承销商及资本市场中介及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、独家整体协调人及独家保荐人。

6.5 在经要求后，投资者同意及承诺，投资者对由于投资者或投资者的全资附属公司（如相关股份由该全资附属公司持有）或其各自高级人员、董事、雇员、职员、联属人士、顾问、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协

调人、独家保荐人、全球发售的承销商及资本市场中介（代表自身或以信托的行事代表各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、监事、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载付款支付及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于香港联合交易所上市的股份享有同等地位；
- (d) 本公司、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合香港《上市规则》（包括香港联合交易所指引信HKEX-GL51-13）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.5条或第4.4条予以终止；

- (b) 倘若投资者或投资者的全资附属公司（如根据第5.2条转让投资者股份）于全球发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经各方书面同意予以终止。
- 7.2 在不影响7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。
- 7.3 尽管有前述规定，第6.5条在任何情况下均应在本协议终止后继续有效，投资者在本协议中作出的赔偿保证应继续有效，无论本协议是否终止。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家整体协调人、独家保荐人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 香港联合交易所、证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括香港联合交易所及证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及香港《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及在香港联合交易所及公司网站上展示使之可供公众查阅）或任何具法律约束力的判决、

指令或任何主管政府当局的规定被要求作出。

- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）、其与本公司的关系及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司能够遵守适用的公司或证券登记及 / 或包括香港联合交易所和证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址：

若发送至本公司，则发送至：

地址： 沈阳市浑南区创新路175-3号B3楼
邮件： wangsl@neusoft.com
电话： +86 (24) 2335 6235
收件人： 王淑力

若发送至投资者，则发送至：

地址： Room 4902B, 49/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
传真： +852 2122 8410
收件人： Oliver

若发送至中金，则发送至：

地址： 香港中环港景街1号国际金融中心一期29楼
邮件： GI_Spring@cicc.com.cn

传真： +852 2872 2100
收件人： Spring项目工作组

9.2 本协议下的任何通知须以专人递送、传真、电子邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；及若通过电子邮件发送，则为正式发送时间；若通过传真发送，则为收到确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目和发售价的计算及决定具有决定性。

10.3 投资者本公司、独家整体协调人及独家保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。

10.4 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.5 本协议将仅以中文签署。

10.6 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。

10.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.8 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.9 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之

间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

- 10.10 在本第10.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 本协议可终止或取消及任何条款可未经第10.10(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.11 独家整体协调人及独家保荐人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.12 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.14 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、独

家整体协调人及独家保荐人有权取消本协议及本协议项下各方的所有责任即告终止。

- 10.16 各方均向其他方承诺，其将订立及执行并促使订立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁法庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地在Room 4902B, 49/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong委任Oliver为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则

投资者不可撤销地同意委任本公司、独家整体协调人、独家保荐人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的30天内向本公司、独家整体协调人、独家保荐人发送其接受委任文件的副本。

14. 副本

- 14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of

为且代表

Neusoft Xikang Holdings Inc.

東軟熙康控股有限公司



Name: Liu Jiren

姓名: 刘积仁

Title: Chairman of the Board and Non-executive Director

职位: 董事会主席及非执行董事

为及代表:

INFO EXPERT SERVICES LIMITED

签署人:

A handwritten signature in black ink, appearing to be 'Tian Suning', written over a horizontal line.

姓名: *Tian Suning*

职衔: *Director*

FOR AND ON BEHALF OF: 为及代表:

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED

中国国际金融香港证券有限公司

By: Liang Jin
Name: LIANG Jin 梁锦
Title: Managing Director 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1) 相当于1300万美元的港元（采用届时招股章程中披露的美元汇率（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，四舍五入向下取整至最接近500股股份的整数每手买卖单位。

根据香港《上市规则》第18项应用指引第4.2段及交易所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合香港《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%。

附表二

投资者详情

投资者

注册成立地:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
注册证书编号:	N/A
商业登记号码:	513286
主要业务:	投资, 股票交易
最终控股股东:	WISDOM ASCEND VENTURES LIMITED
最终控股股东的注册地:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.
最终控股股东的商业登记号码:	1979799
最终控股股东的主要业务:	持股
股东及持有之权益:	田溯宁 100%持有 WISDOM ASCEND VENTURES LIMITED WISDOM ASCEND VENTURES LIMITED 100%持有 INFO EXPERT SERVICES LIMITED

投资者在招股章程中的描述:

INFO EXPERT SERVICES LIMITED (“**INFO EXPERT**”) is a company incorporated in the BVI and is wholly owned by WISDOM ASCEND VENTURES LIMITED (“**WISDOM ASCEND**”), which is in turn wholly owned by Mr. Tian Suning (田溯宁). INFO EXPERT is a professional investor principally engaged in equity investment and stock transaction in various industries with an aggregate investment amount of USD1 billion. Mr. Tian has over 20 years of experience in the investment industry. He is the founder and chairman of the board of China Broadband Capital Partners, L.P. and the founder, chairman of the board and the executive director of AsiaInfo Technologies Limited (亞信科技控股有限公司), a company listed on the Stock Exchange (stock code: 1675.HK) and the controlling shareholder of Asiainfo Security Technologies Co.,Ltd. (亞信安全科技股份有限公司), a company listed on the Shanghai Stock Exchange (stock code: 688225.SH).

INFO EXPERT SERVICES LIMITED由 WISDOM ASCEND VENTURES LIMITED100%持股，最终100%实控人为田溯宁博士。INFO EXPERT 是一家专业投资公司，主要从事各行业的股权投资和股票交易，总投资额达1亿美元。田溯宁先生拥有超过20年的投资经验。他是 China Broadband Capital Partners, L.P.的创始人兼董事会主席、亚信科技控股有限公司（一家聯交所上市公司）（股票代码：1675.HK）的创始人、董事会主席兼执行董事，亚信安全科技股份有限公司(亚信安全科技股份有限公司，一家上海证券交易所上市公司）（股票代码：688225.SH）。

Dated September 15, 2023

NEUSOFT XIKANG HOLDINGS INC. (東軟熙康控股有限公司)

**THE COVENANTOR
(named in SCHEDULE 2)**

**CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED**

and

**THE HONG KONG UNDERWRITERS
(named in SCHEDULE 3)**

**HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of 13,381,000 Shares of
nominal value of US\$0.0002 each in
NEUSOFT XIKANG HOLDINGS INC.**

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THIS AGREEMENT is made on September 15, 2023.

BETWEEN:

- (1) **NEUSOFT XIKANG HOLDINGS INC. (東軟熙康控股有限公司)**, an exempted company incorporated under the laws of the Cayman Islands with limited liability on 12 May 2011, having its registered address at PO Box 309, Ugland House, Grand Cayman, KY1- 1104, Cayman Islands (the "**Company**");
- (2) **THE COVENANTOR** whose name and address are set out in Schedule 2 (the "**Covenantor**");
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**CICC**"); and
- (4) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 3 (the "**Hong Kong Underwriters**").

RECITALS:

- (A) The Company was incorporated in the Cayman Islands as an exempted company with limited liability on 12 May 2011. The Company was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on 1 April 2021. As at the date of this Agreement, the Company has an authorized share capital of US\$ 300,000 comprising 300,000,000 ordinary Shares, with a nominal value of US\$0.001 each.
- (B) As of the date of this Agreement, the Covenantor directly and indirectly held approximately 27.94% interest of the Company's issued share capital.
- (C) The Company proposes to conduct the Global Offering comprising:
 - (a) a Hong Kong Public Offering, comprising an offer for subscription of new Shares to be issued by the Company, in respect of which this Agreement is being entered into; and
 - (b) an International Offering, comprising an offer for subscription of new Shares to be issued by the Company.
- (D) CICC is acting as the Sole Sponsor, the Sponsor-OC and the Sole Overall Coordinator of the Global Offering; CICC and Valuable Capital Limited are acting as the Joint Global Coordinators of the Global Offering; and CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited and GF Securities (Hong Kong) Brokerage Limited are acting as the Joint Bookrunners and Joint Lead Managers of the Global Offering.
- (E) In conjunction with the Global Offering, the Sole Sponsor has made an application on behalf of the Company on 31 May 2021, 25 February 2022, 17 November 2022, and 22 May 2023 respectively to the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board.
- (F) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) The Warrantors have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters.
- (H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its Hong Kong share registrar for the Shares and to provide services in connection with the processing of applications under the Hong Kong Public Offering.

- (I) The Company has appointed Bank of China (Hong Kong) Limited as the Receiving Bank for the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) The Company, the Covenantor, the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Sole Overall Coordinator, the Joint Lead Managers, the CMIs, and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) The Company further intends to grant to the International Underwriters the Over-allotment Option, exercisable at the election of and by the Sole Overall Coordinator (for itself and on behalf of the International Underwriters) at its sole and absolute discretion, in whole or in part, to require the Company to issue up to an aggregate of 20,070,500 additional Shares, subject to and on the terms of the International Underwriting Agreement.
- (L) At a meeting of the Board held on September 11, 2023, resolutions were passed pursuant to which, inter alia:
 - (a) the Global Offering has been approved;
 - (b) all necessary authorizations have been obtained for allotment and issuing of the Offer Shares and the Over-allotment Option Shares;
 - (c) the Articles of Association have been conditionally approved with effect from the Listing Date; and
 - (d) the Board has approved, and any person authorized by any one of the executive Director was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (M) The Hong Kong Prospectus, the Application Form and the Formal Notice have been prepared and each is in the agreed form.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Introduction

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

"Acceptance Date" means September 21, 2023, being the date on which the Application Lists close in accordance with the provisions of Clause 4.2;

"Accepted Hong Kong Public Offering Applications" means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.3;

"Accounts" means the audited consolidated financial statements of the Group as of and for the three years ended 31 December 2020, 2021 and 2022 and the three months ended 31 March 2023, and all related notes, as set out in Appendix I to the Hong Kong Prospectus;

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

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

"AFRC" means the Accounting and Financial Reporting Council;

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

"**Application Form**" means the green (White Form eIPO Service Provider) application forms to be used in connection with the Hong Kong Public Offering in the agreed form;

"**Application Lists**" means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.2;

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

"**Articles of Association**" means the amended and restated articles of association of the Company approved by the unanimous written resolutions of the members the Board of the Company on September 11, 2023 in the agreed form;

"**associate**" or "**close associate**" has the meaning given to it in the Listing Rules;

"**Authority**" means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

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

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

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

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

"**CMI Engagement Letters**" means the engagement letters respectively entered into by the Company with each of Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, and China Galaxy International Securities (Hong Kong) Co., Limited on or around September 15, 2023;

"**CMIs**" means CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, and China Galaxy International Securities (Hong Kong) Co., Limited, being the capital market intermediaries to the Global Offering.

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

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

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

"**Company's Cayman Counsel**" means Maples and Calder (Hong Kong) LLP, being the Company's legal advisers to Cayman Islands law, of 26th Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong;

"**Company's HK & US Counsel**" means Clifford Chance, being the Company's legal advisers on Hong Kong and US laws, of 27/F, Jardine House, One Connaught Place, Central, Hong Kong;

"**Company's PRC Counsel**" means Tian Yuan Law Firm, being the Company's legal advisers on PRC laws, of Suite 509, Tower A, Corporate Square, 35 Financial Street, Xicheng District, Beijing, PRC;

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

"**Conditions Precedent Documents**" means the documents listed in Part A and Part B of Schedule 5;

"connected person" or "core connected person" has the meaning given to it in the Listing Rules;

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

"Contractual Arrangements" has the meaning ascribed to it in the Hong Kong Prospectus;

"Cornerstone Investment Agreements" means the several cornerstone investment agreements entered into between, inter alia, the Company, certain of the International Underwriters and the several cornerstone investors as described in the Hong Kong Prospectus;

"Directors" means the directors of the Company whose names are set out in Schedule 1 and in the section headed "Directors and Senior Management" in the Hong Kong Prospectus;

"Encumbrance" means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"Extreme Conditions" any extreme conditions or events, the occurrence of which will cause interruption to the ordinary course of business operations in Hong Kong and/or that may affect the Listing Date;

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

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

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

"Group Company" means a member of the Group, as the case maybe;

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

"HK Information Packs" means the application proofs of the Company posted on the Stock Exchange's website on 31 May 2021, 25 February 2022, 17 November 2022, and 22 May 2023 and the post hearing information pack of the Company posted on the Stock Exchange's website on September 11, 2023, as amended or supplemented by any amendment or supplement (if applicable) thereto.

"HKSCC" means Hong Kong Securities Clearing Company Limited;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Hong Kong Offer Shares" means the 13,381,000 Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to reallocation as provided in Clauses 4.9, 4.9.1 and 4.13;

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

"Hong Kong Prospectus Date" means the date of issue of the Hong Kong Prospectus, which is expected to be on or about September 18, 2023;

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

"Hong Kong Public Offering Applications" means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO service at www.eipo.com.hk, or through CCASS EIPO service to electronically cause HKSCC Nominees Limited to apply on the applicant's behalf or otherwise made in compliance with the terms of the Hong Kong Public Offering Documents;

"Hong Kong Public Offering Documents" means the HK Information Packs, Hong Kong Prospectus, the Application Form and the Formal Notice;

"Hong Kong Share Registrar" means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong;

"Hong Kong Underwriters" has the meaning ascribed to it in the parties clause and set forth in Schedule 3;

"Hong Kong Underwriting Commitment" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure subscribers, or failing which itself as principal, to subscribe, pursuant to the terms of this Agreement, as shown opposite its name in SCHEDULE 3, subject to reallocation as provided in Clauses 4.9, 4.9.1 and 4.13;

"Indemnified Parties" means the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as their respective partners, directors, officers, employees, assignees, agents and advisers; **"Indemnified Party"** means any one of them;

"Indemnifying Party" has the meaning ascribed to them in Clause 9.2;

"Industry Consultant" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co. of 2504 Wheelock Square, 1717 Nanjing West Road, Shanghai, PRC;

"Internal Controls Consultant" means PricewaterhouseCoopers, the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;

"International Offer Shares" means the 120,424,500 Shares initially offered by the Company for subscription to investors pursuant to the International Offering, subject to reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional Shares issued pursuant to the exercise of the Over-allotment Option;

"International Offering" means the conditional placing by the International Underwriters, for and on behalf of the Company of the International Offer Shares at the Offer Price outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act, or within the United States to qualified institutional buyers (as defined in Rule 144A) in reliance on Rule 144A or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Pricing Disclosure Package and the Offering Circular;

"International Offering Underwriting Commitment" means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to procure places, or failing which itself as principal, to purchase, pursuant to the terms of the International Underwriting Agreement, subject to reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

"International Underwriters" means the persons named in the International Underwriting Agreement as such to underwrite the International Offering;

"International Underwriting Agreement" means the International Underwriting Agreement relating to the International Offering to be entered into between, among others, the Company, the Covenantor, the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the CMI's and the International Underwriters on or around September 21, 2023;

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

"Joint Bookrunners" means CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited and GF Securities (Hong Kong) Brokerage Limited, being the joint bookrunners to the Global Offering;

"Joint Global Coordinators" means CICC and Valuable Capital Limited, being the joint global coordinators to the Global Offering;

"Joint Lead Managers" means CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited and GF Securities (Hong Kong) Brokerage Limited, being the joint lead managers to the Global Offering;

"Laws" means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental, regulatory authority or any other Authority whether national, provincial, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange and the SFC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC);

"Legal Advisers" means Company's Cayman Counsel, Company's PRC Counsel, Company's HK & US Counsel, Underwriters' PRC Counsel and Underwriters' HK & US Counsel;

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

"Listing Date" means the first day on which the Shares commence trading on the Main Board, which is expected to be on September 28, 2023;

"Listing Rules" means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;

"Main Board" means the Main Board of the Stock Exchange;

"Material Adverse Change" means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and the members of the Group, taken as a whole;

"Nominee" means Bank of China (Hong Kong) Nominees Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

"OC Announcement" means the announcement dated on or around May 22, 2023 setting out the name(s) of the overall coordinator(s) appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"Offer Price" means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be subscribed and/or purchased pursuant to the Global Offering, which price is expected to be not more than HK\$5.91 and not less than HK\$4.76 per Offer Share, to be determined in accordance with Clause 6.1 and recorded in the Price Determination Agreement;

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

"Offering Circular" has the meaning ascribed to it under the International Underwriting Agreement;

"Offering Documents" means the Hong Kong Public Offering Documents, the Pricing Disclosure Package, the Offering Circular and any other document issued, given or used in connection with the contemplated offering and offer of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or any of the Underwriters;

"Operative Documents" means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar's Agreement, the Cornerstone Investment Agreements and any agreement between the Company and the White Form eIPO Service Provider;

"Over-allotment Option" means the over-allotment option to be granted by the Company, exercisable by the Sole Overall Coordinator (for itself and on behalf of the other International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to issue up to an aggregate of 20,070,500 additional Shares, representing in aggregate not more than 15% of the initial number of Offer Shares, at the Offer Price;

"Over-allotment Option Shares" means up to 20,070,500 additional Shares which the Company may be required to issue upon the exercise of the Over-allotment Option;

"Over-Subscription" has the meaning ascribed to it in Clause 4.9;

"PHIP" means the post hearing information pack of the Company posted on the Stock Exchange's website at <http://www.hkexnews.hk> on September 11, 2023, as amended or supplemented by any amendment or supplement thereto;

"Post-IPO Share Option Scheme" means the share option scheme adopted by the Company on 28 May 2021, as amended or otherwise modified from time to time;

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

"Pre-IPO Share Option Scheme" means the share option scheme adopted by the Company on 29 March 2019, as amended or otherwise modified from time to time;

"Preliminary Offering Circular" means the proof dated September 14, 2023 of the offering circular, relating to the International Offering, issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

"Price Determination Date" means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering in accordance with Clause 6.1;

"Pricing Disclosure Package" has the meaning ascribed to it in the International Underwriting Agreement;

"Proceedings" has the meaning ascribed to it in Clause 9.2;

"Receiving Bank" means Bank of China (Hong Kong) Limited, the bank appointed to hold the application monies received in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

"Receiving Bank Agreement" means the agreement dated September 15, 2023 entered into between the Company, the Receiving Bank, the Sole Sponsor, the Sole Overall Coordinator, the Nominee and the Hong Kong Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

"Registrar's Agreement" means the agreement dated May 14, 2021 entered into between the Company and the Hong Kong Share Registrar in relation to the appointment of the Hong Kong Share Registrar;

"Relevant Hong Kong Public Offering Application" means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter which is applied pursuant to Clause 4.5 to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

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

"Reporting Accountants" means PricewaterhouseCoopers of 22/F, Prince's Building, Central, Hong Kong;

"Rule 144A" means Rule 144A under the Securities Act;

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

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

"Securities and Futures (Price Stabilizing) Rules" means the Securities and Futures (Price Stabilizing) Rules (Chapter 571W of the Laws of Hong Kong) under the Securities and Futures Ordinance;

"SEHK" or "Stock Exchange" means The Stock Exchange of Hong Kong Limited;

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

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

"Shares" means ordinary shares in the share capital of the Company with nominal value of US\$0.001 each before the Share Subdivision and with a nominal value of US\$0.0002 each after the Share Subdivision;

"Share Subdivision" means the share subdivision referred to in "Statutory and General Information – A. Further Information about Our Group – 4. Resolutions of the Shareholders of Our Company dated September 11, 2023" in Appendix IV to the Hong Kong Prospectus;

"Shareholder(s)" means holder(s) of Shares;

"Sole Sponsor" means CICC, being the sole sponsor to the Global Offering;

"Sponsor Engagement Letter" means the engagement letter entered into by the Company with CICC on September 16, 2022;

"Sponsor-OC Engagement Letter" means the engagement letter entered into by the Company with CICC on September 16, 2022;

"Stabilising Manager" has the meaning ascribed to it in Clause 6.4;

"Subsidiaries" means the subsidiaries of the Company within the meaning of the Companies Ordinance, and **"Subsidiary"** means any one of them;

"Taxation", "Tax" or "Taxes" means all forms of taxation, duty, impost, levy, rate, fees, assessments or other charges of whatever nature whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world, whether imposed, assessed or levied or payable by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties, fines or similar liabilities with respect thereto 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;

"Time of Sale" means the time when sales of the International Offer Shares were first made as specified in the International Underwriting Agreement;

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

"UK" and "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland;

"Under-Subscription" has the meaning ascribed to it in Clause 4.4;

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

"Underwriters' HK & US Counsel" means Herbert Smith Freehills, being the Underwriters' legal advisers on Hong Kong and US laws, of 23/F, Gloucester Tower, 15 Queen's Road Central, Hong Kong;

"Underwriters' PRC Counsel" means Commerce & Finance Law Offices, being the Underwriters' legal advisers on PRC laws, of 12 – 14/F, China World 2, No. 1 Jianguomenwai Avenue, Chaoyang District, Beijing, PRC;

"Unsold Hong Kong Offer Shares" has the meaning ascribed to it in Clause 4.4;

"US" and "United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

"US\$" means United States dollars, the lawful currency of the United States;

"Verification Notes" means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Sole Sponsor;

"Warranties" means the representations, warranties and undertakings given by the Warrantors as set out in Part A of Schedule 4 and given by the Covenantor as set out in Part B of Schedule 4, respectively;

"**Warrantors**" means the Company and the Covenantor;

"**White Form eIPO**" means the application for Hong Kong Offer Shares to be issued in the applicant's own name by submitting applications online through the designated website at www.eipo.com.hk; and

"**White Form eIPO Service Provider**" means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

1.2 **Recitals and Schedules**

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

1.3 **References**

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

- 1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before, on or after the date of this Agreement) and to any subordinate legislation made under such statutory provisions;
- 1.3.2 a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.3.3 a "**person**" shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);
- 1.3.4 a "**subsidiary**" or a "**holding company**" are to the same as defined in Part 1 Division 4 of the Companies Ordinance;
- 1.3.5 "**Clauses**", "**Paragraphs**", "**Recitals**" and "**Schedules**" are to clauses and paragraphs of and recitals and schedules to this Agreement;
- 1.3.6 "**parties**" are to the parties to this Agreement;
- 1.3.7 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.3.8 the term "**or**" is not exclusive;
- 1.3.9 the terms "**purchase**" and "**purchaser**", when used in relation to the Offer Shares, shall include a subscription for the Offer Shares and a subscriber for the Offer Shares, respectively, and the terms "**sell**" and "**sale**", when used in relation to the Offer Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.3.10 a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters);
- 1.3.11 a "**certified true copy**" means a copy certified as a true copy by a Director or the secretary of the Company, or the Legal Advisers;
- 1.3.12 "**written**" or "**in writing**" shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.13 times of day and dates are to Hong Kong times and dates, respectively;
- 1.3.14 whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation"; and
- 1.3.15 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.4 **Genders and plurals**

In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2. **CONDITIONS**

2.1 **Conditions precedent**

The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived:

- 2.1.1 the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company's HK & US Counsel (on behalf of the Company) all Conditions Precedent Documents as set out in Part A of Schedule 5 and Part B of Schedule 5, in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Hong Kong Prospectus and the Application Form on the Business Day before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of each of the Hong Kong Prospectus and the Application Form, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 7:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Overall Coordinator may (for itself and on behalf of the Hong Kong Underwriters) agree in writing) and Admission not subsequently having been withdrawn or revoked or withheld prior to the commencement of trading of the Shares on the Stock Exchange;
- 2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sole Overall Coordinator may (for itself and on behalf of the Hong Kong Underwriters) agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters)) in accordance with Clause 6.1 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by parties thereto on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save

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

- 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
- 2.1.8 all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC are granted, and are not otherwise revoked, withdrawn, amended or invalidated;
- 2.1.9 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such date and time by reference to the facts and circumstances then subsisting); and
- 2.1.10 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met.

2.2 **Procure fulfilment:**

The Warrantors jointly and severally undertake to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters to use its/his/her best endeavours to fulfil or to procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the application for the listing of, and the permission to deal in, the Shares on the Main Board and the fulfilment of such Conditions.

2.3 **Extension**

The Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the CMI) shall have the right, after consultation with the Company and in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Sole Overall Coordinator may determine (in which case the Sole Sponsor and the Sole Overall Coordinator shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond 18 October 2023 (being the 30th day after the Hong Kong Prospectus Date) and any such extension and the new timetable shall be notified by the Sole Sponsor and the Sole Overall Coordinator to the other parties to this Agreement and the relevant regulatory authorities as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Condition set out in Clause 2.1.1 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition and any such waiver or modification shall be notified by the Sole Overall Coordinator to the Company as soon as practicable after any such waiver or modification is made.

2.4 **Conditions not satisfied**

Without prejudice to Clauses 2.3 and 9, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

3. APPOINTMENTS

3.1 Appointment of Sole Sponsor

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC to act as the Sole Sponsor of the Company in respect of its application for the Admission. The Sole Sponsor, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder.

3.2 Appointment of Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) CICC and Valuable Capital Limited as the Joint Global Coordinators in respect of the Global Offering; (ii) CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited and GF Securities (Hong Kong) Brokerage Limited as the Joint Bookrunners of the Global Offering; (iii) CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited and GF Securities (Hong Kong) Brokerage Limited as the Joint Lead Managers of the Global Offering, relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder.

3.3 Appointment of the Sponsor-OC and Sole Overall Coordinator

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sponsor-OC and the Sole Overall Coordinator as the overall coordinator of the Global Offering, and the Sponsor-OC and the Sole Overall Coordinator, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.

3.4 Appointment of Receiving Bank and Nominee

The Company has appointed (i) the Receiving Bank to act as receiving bank in connection with the Hong Kong Public Offering, and (ii) the Nominee to hold the application monies received pursuant to the Hong Kong Public Offering, in both cases on the terms and on the basis set out in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) The Company shall use its best endeavours to procure the Nominee to undertake to hold and deal with such application monies on the terms set out in the Receiving Bank Agreement.

3.5 Appointment of the Hong Kong Share Registrar and White Form eIPO Service Provider

The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar's Agreement. The Company has also appointed the White Form eIPO Service Provider to act as the service provider in relation to the White Form eIPO. The Company undertakes with the Hong Kong Underwriters to use its best endeavours to procure that the Hong Kong Share Registrar and the White Form eIPO Service Provider shall do all such acts and things as may be required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.

3.6 Appointment of Hong Kong Underwriters

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

3.7 **Appointment of the CMI**s

The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Valuable Capital Limited, Daiwa Capital Markets Hong Kong Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited and GF Securities (Hong Kong) Brokerage Limited to act as capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters in respect of the Global Offering entered into among them and the Company, which shall continue to be in full force and effect.

3.8 **Delegation**

Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

3.9 **Conferment of authority**

The Company hereby confirms that the foregoing appointments under Clauses 3.1, 3.2, 3.3, 3.6 and 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sole Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or CMI (as the case may be) of the Global Offering and the application for Admission, and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms of the Hong Kong Public Offering Documents and this Agreement.

3.10 **Sub-underwriting**

The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Hong Kong Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company, and the relevant Hong Kong Underwriters shall remain liable to the Company for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

3.11 **No fiduciary relationship**

3.11.1 Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, the Sole Overall Coordinator, in its role as such, is acting solely as Sole Overall Coordinator of the Global Offering, the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering, the CMIs, in their roles as such, are acting solely as the capital market intermediaries of the

Global Offering, the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the Shares on the SEHK and the Sponsor-OC, in its role as such, is acting as the sole sponsor-overall coordinator in connection with the listing of the Shares on the SEHK.

- 3.11.2 Each of the Warrantors further acknowledges that the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, Hong Kong Underwriters, and the CMIs are acting pursuant to a contractual relationship (created solely by this Agreement and, as between the Sole Sponsor and the Company, by the Sponsor-OC Engagement Letter) with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the SEHK, either before or after the date hereof.
- 3.11.3 The Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMIs hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them.
- 3.11.4 The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Warrantors pursuant to their respective appointments as such, are acting as principal and not the agent or the fiduciary of any of the Warrantors (except and solely, with respect to the Sole Overall Coordinator, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.4 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMIs has assumed, or will assume, any fiduciary or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the

Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI has advised or is currently advising the Warrantors or any of them on other matters).

- 3.11.5 Each of the Warrantors further acknowledges and agrees that the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the SFC Code of Conduct for Persons Licensed by or Registered with the SFC in its capacity as Sole Sponsor in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI and their respective directors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI in connection with the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI and shall not be on behalf of any of the Warrantors.
- 3.11.6 The Warrantors further acknowledge and agree that the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI, the Hong Kong Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.
- 3.11.7 Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any claims that such Warrantor may have against each or any of the Hong Kong Underwriters, the Joint Global Coordinators, the Sole Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, and the CMI with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Main Board or any process or matters leading up to such transactions.

3.12 No liability for Offer Price and Hong Kong Public Offering Documents

Notwithstanding anything in this Agreement to the contrary, none of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI or any other Indemnified Party, in respect of the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

- 3.12.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and
- 3.12.2 any of the matters referred to in Clauses 9.2.1 to 9.2.3, and, notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities

contained in Clause 9 to recover any Loss (as defined in Clause 9.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.13 **Several obligations**

Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1, 3.2, 3.3, 3.6 and 3.7, or by any delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilising activities conducted in accordance with Clause 6.3) shall constitute a transaction carried out at the request of, and as agent of, and for the Company and not on account of or for any other such appointee or their respective Affiliates or their respective delegates. The obligations of the appointees hereunder are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. Save as provided in Clause 3.8, none of the appointees under Clauses 3.1, 3.2, 3.3, 3.6 and 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1, 3.2, 3.3, 3.6 and 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 **Advice to the Company**

the Company hereby further confirms and acknowledges that the Sole Overall Coordinator has:

- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it understands the factors underlying the allocation recommendations;
- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;
- 3.14.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors understand and undertake to Sole Sponsor and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt the Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4. HONG KONG PUBLIC OFFERING

4.1 Hong Kong Public Offering

The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or the Company's HK & US Counsel on the Company's behalf, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice (in the agreed form) to be published on the official website of the Stock Exchange at www.hkexnews.hk and on the website of the Company at www.xikang.com on the date(s) specified in Schedule 7 or such other publication(s) and/or date(s) as may be agreed by the Company and the Sole Sponsor.

4.2 Application Lists

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

4.3 Basis of allocation

4.3.1 The Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) shall, as soon as practicable after the close of the Application Lists, subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, determine the manner and the basis of allocation of the Hong Kong Offer Shares. The Sole Sponsor (together with the Sole Overall Coordinator) shall be entitled to exercise, subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, and on behalf of the Company to authorize the Receiving Bank to exercise, the sole and absolute discretion on the part of the Company to reject or accept in whole or in part any Hong Kong Public Offering Application in accordance with the Hong Kong Public Offering Documents and this Agreement or otherwise and, without prejudice to Clause 4.9 below, the Sole Overall Coordinator shall have the sole and absolute discretion, subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, but shall not be obliged, on behalf of the Company, to reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. The respective International Offering Underwriting Commitments of the International Underwriters may be correspondingly reduced in such proportions as the Sole Overall Coordinator may in their sole and absolute discretion determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

4.3.2 The Company acknowledges and agrees that under the respective terms and conditions of the Receiving Bank Agreement and the Registrar Agreement, the Receiving Bank and the Hong Kong Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Sole Sponsor and the Sole Overall Coordinator with such information, calculations and assistance as the Sole Sponsor and the Sole Overall Coordinator may require for the purposes of determining, *inter alia*:

- (A) in respect of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications;
- (B) in respect of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; and
- (C) the level of acceptance and the basis of allocation of the Hong Kong Offer Shares.

4.4 Several underwriting commitments

4.4.1 Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a "**Hong Kong Public Offering Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.5) shall, subject as provided in Clauses 4.8 and 4.10, procure applications to purchase, or failing which itself as principals apply to purchase at the Offer Price, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**"), as the Sole Overall Coordinator may in its sole and absolute discretion determine in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that:

- (A) the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.4 shall be several (and not joint or joint and several);
- (B) the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 3):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4, subject to such adjustment as the Sole Overall Coordinator may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.8 and 4.10, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.8, 4.9 and 4.10, as applicable; and

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

(C) the determination of the Sole Overall Coordinator of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.4 shall be final and conclusive.

4.4.2 None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.4 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.5 **Hong Kong Underwriters' set-off**

In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.7, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.3 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 6.

4.6 **Accepted Applications**

The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Sole Overall Coordinator pursuant to Clause 4.3, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.4.

4.7 **Applications and payment for Unsold Hong Kong Offer Shares**

In the event of a Hong Kong Public Offering Under-Subscription, the Sole Overall Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the Hong Kong Share Registrar pursuant to Clause 4.3.2(A), notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.4, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

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

4.7.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.4 (which shall include all amounts on account of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering) provided that while such payments may be made through the Sole Overall Coordinator on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Sole Overall Coordinator shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on September 27, 2023 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot

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

4.8 **Power of the Sole Overall Coordinator to make applications**

In the event of a Hong Kong Public Offering Under-Subscription, the Sole Overall Coordinator shall have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.4. Any application submitted or procured to be submitted by any of the Sole Overall Coordinator pursuant to this Clause 4.8 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.7 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.4 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

4.9 **Reallocation from International Offering to Hong Kong Public Offering**

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

4.9.1 subject to any required reallocation as set forth below in Clause 4.9.2 and the relevant requirements under the SEHK Guidance Letter GL91-18, the Sole Overall Coordinator, in its sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sole Overall Coordinator may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.9.2 if the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (iii) 50 times or more but less than 100 times, or (iv) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 40,142,000, 53,522,500 and 66,903,000 Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

4.10 **Reallocation from Hong Kong Public Offering to International Offering**

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

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

4.11 **Obligations cease**

All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.4, Clause 4.7 and/or Clause 4.8 or that the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Sole Overall Coordinator or the Joint Global Coordinators or any of the CMI's or any of the Hong Kong Underwriters will be liable for any failure by any Hong Kong Underwriter (apart from its capacity as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.12 **Implementation of the Hong Kong Public Offering**

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

4.13 **Reduction in the Offer Price range and/or the number of Offer Shares**

The Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process, and with the prior consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Hong Kong Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, as soon as practicable following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be posted on the website of the Stock Exchange at www.hkexnews.hk and on the website of the Company at www.xikang.com notices of the reduction. 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 Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters), and the Company will be fixed within such revised range. Such notice will also include confirmation or revision, as appropriate, of the working capital statement, the use of proceeds of the Global Offering, and the Global Offering statistics as currently set out in the Hong Kong Prospectus, and any other financial information which may materially change as a result of such reduction.

5. **ALLOTMENT AND PAYMENT OF APPLICATION MONIES**

5.1 **Issue of Hong Kong Offer Shares**

Upon receipt by the Hong Kong Share Registrar of the applications for the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on September 27, 2023 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

- 5.1.1 conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), duly allot and issue the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Sole Overall Coordinator on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made

by the Company after the time of their allotment, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;

- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Overall Coordinator) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Sole Overall Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 Payment to the Company

5.2.1 The application monies received in respect of Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date before or around 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sole Overall Coordinator that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer in immediately available funds to such account or accounts in Hong Kong specified by the Company and notified to the Sole Overall Coordinator in writing as soon as practicable after the signing of this Agreement; provided, however, that:

(A) the Sole Overall Coordinator is hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies and pay to the Sole Overall Coordinator (and where a person other than the Sole Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Sole Overall Coordinator on behalf of such person) all amounts payable by the Company pursuant to Clauses 5.3 (*Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants*), 5.4 (*Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company*) and the commissions pursuant to Clause **Error! Reference source not found.** and incentive fees pursuant to **Error! Reference source not found.** For avoidance of doubt, other costs payable by the Company to the Sole Sponsor, Sole Overall Coordinators under Clause 7.3 shall be paid by the Company in 30 calendar days after details of the cost and expenses have been submitted and approved by the Company; and

(B) to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the Company shall, and the Covenantor shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sole Overall Coordinator (for itself on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

5.2.2 The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC

Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$5.91 per Offer Share.

5.3 Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants

The Sole Overall Coordinator will, for itself and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy, in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Sole Overall Coordinator are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.4 Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company

The Sole Overall Coordinator will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company to the SEHK and the SFC in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Sole Overall Coordinator is hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.5 Refund Cheques

The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong Share Registrar will arrange for the distribution of refund cheques, to those applicants under the Hong Kong Public Offering who are entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering Documents.

5.6 Separate Bank Account

The Company agrees that the application monies received for subscription of Hong Kong Offer Shares shall be credited to a separate bank account pursuant to the terms of the Receiving Bank Agreement.

5.7 No Responsibility for Default

The Company acknowledges and agrees that none of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters or any of their respective affiliates has any liability whatsoever under Clause 5, Clause 7 or otherwise for any default by the Nominee or any other application or otherwise of funds.

6. PRICING, OVER-ALLOTMENT OPTION AND STABILISATION

6.1 Determination of Offer Price

The Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) reach agreement on the price on the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 5:00 p.m. on September 27, 2023 and no extension is granted by the Sole Sponsor pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sole Overall Coordinator) hereby authorizes the Sole Overall Coordinator to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variation, if any, as in the sole and absolute judgement of the Sole Overall Coordinator may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

6.2 **Over-allotment Option**

The Company will grant the Over-allotment Option to the International Underwriters, exercisable by the Sole Overall Coordinator (for itself and on behalf of the International Underwriters), pursuant to the terms of the International Underwriting Agreement and as described in the Offering Documents. If the Over-allotment Option is exercised in respect of all or any part of the Over-allotment Option Shares:

- 6.2.1 the Over-allotment Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and
- 6.2.2 any Over-allotment Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Over-allotment Option Shares.

6.3 **Stabilisation**

The Company hereby appoints, to the exclusion of all others, China International Capital Corporation Hong Kong Securities Limited and/or any affiliate or person acting for it (the "**Stabilising Manager**") as its stabilising manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilising Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purpose of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilising Manager pursuant to this Clause 6.3. Any stabilization actions taken by the Stabilising Manager or any person acting for it as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters and the CMIs (other than the Stabilising Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs) to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company.

6.4 **Stabilising losses and profits**

All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager as stabilising manager shall be for the account of the Sole Overall Coordinator, and the Company shall not be responsible for any liabilities, expenses and losses arising therefrom and transactions effected by the Stabilising Manager pursuant to this Clause.

6.5 **No stabilisation by the Warrantors**

Each of the Warrantors undertake to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters that it will not, and will cause its Affiliates (other than the Stabilising Manager or any person acting for it) or any of its or its Affiliates' (other than the Stabilising Manager's) respective directors, officers, employees, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

- 6.5.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or

manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

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

6.5.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

for the avoidance of doubt, the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 6.5.

7. COMMISSIONS, FEES AND EXPENSES AND INCENTIVE FEE

7.1 Underwriting commission

Subject to this Agreement having become unconditional and having not be terminated in accordance with Clause 11, the Company shall pay to the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4.9 and 4.10), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the underwriting commission, taking into account any reallocation of Offer Shares pursuant to Clause 4.9 and 4.10, shall be determined in accordance with the terms of the International Underwriting Agreement and the Sponsor-OC-Engagement Letter, provided that any adjustment to the allocation of the fixed fee to each syndicate CMI as set out in the its respective engagement letter with the Company shall be in compliance with the Listing Rules. For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The payment by the Company to the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) of the underwriting commission in the manner set out in the Clause 7.1 shall be a full discharge of the Company's obligation to the Hong Kong Underwriters to pay the underwriting commissions.

7.2 Incentive Fee

The Company may at its sole and absolute discretion pay any one or all of the Hong Kong Underwriters an additional incentive fee of up to 1% of the Offer Price for each Hong Kong Offer Share (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.9 and 4.10), the payment and amount of which, if applicable, shall be determined by the Company and notified to the Sole Overall Coordinator in accordance with the International Underwriting Agreement.

7.3 Other costs payable by the Company

All fees, costs, charges, expenses and Taxation of, in connection with or incidental to the Global Offering and its associated transactions and this Agreement, and the transactions contemplated thereby or hereby including and in each case, subject to the terms of the agreements entered into between the Company and the relevant parties:

7.3.1 fees, disbursement and expenses of the Reporting Accountants engaged by the Company;

7.3.2 fees, disbursement and expenses of the Hong Kong Share Registrar and the White Form eIPO Service Provider engaged by the Company;

- 7.3.3 fees, disbursement and expenses of all Legal Advisers and any other legal advisers to the Company jointly engaged by the Company and the Sole Sponsor;
- 7.3.4 fees, disbursement and expenses of any public relations consultants engaged by the Company;
- 7.3.5 fees, disbursement and expenses of the Industry Consultant engaged by the Company;
- 7.3.6 fees, disbursement and expenses of the Internal Controls Consultant engaged by the Company;
- 7.3.7 fees, disbursement and expenses of the Receiving Bank and the Nominee engaged by the Company;
- 7.3.8 fees, disbursement and expenses of other agents and advisers engaged by the Company relating to the Global Offering;
- 7.3.9 fees, disbursement and expenses related to the application for listing of the Shares on the Main Board, the registration of any documents with any relevant authority and the qualification of the Offer Shares in any other jurisdiction as referred to in the Offering Documents in connection with the Global Offering;
- 7.3.10 the out-of-pocket expenses (including roadshow, pre-marketing and investor education activities expenses incurred by the Sole Sponsor, travel, accommodation, document production, courier costs and other expenses of similar nature) subject to the caps as specified in the Sponsor-OC Engagement Letter and CMI Engagement Letters of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, CMIs, and Underwriters (including their respective affiliates) as agreed by the Company, provided that such bills of expenses shall be provided to Company for review and approve in advance;
- 7.3.11 all costs and expenses related to conducting the roadshow, pre-marketing and investor education activities incurred by the Sole Sponsor and the Company provided that such costs and expense of the Sole Sponsor shall be provided to Company for review and approve prior to any payment by the Company;
- 7.3.12 fees and expenses (including translators fees) of the financial printer retained for the Global Offering;
- 7.3.13 all printing costs incurred by the Company;
- 7.3.14 all costs, disbursement and expenses incurred by the Company for printing and distribution of research reports, and conducting the syndicate analysts' briefing;
- 7.3.15 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of Share certificates, letters of regret and refund cheques;
- 7.3.16 all costs of preparing, printing or producing any agreement among the International Underwriters, this Agreement, the International Underwriting Agreement, the Agreement Between Syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and deliver of the Offer Shares incurred by the Company;
- 7.3.17 all capital duty (if any), premium duty (if any), tax, levy and other fees, costs and expenses payable in respect of the creation and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering (including, without limitation, any Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy payable by the Company and any stamp or capital duty or other similar tax arising from the creation, issue and allotment or sale of Offer Shares pursuant to the Global Offering), the execution and delivery of and the performance of any provisions of this Agreement;
- 7.3.18 all costs and expenses incurred by the Company related to the preparation and launching the Global Offering;
- 7.3.19 fees and expenses related to the registration of the Hong Kong Public Offering Documents with any relevant authority, including without limitation, the Registrar of Companies in Hong Kong;

- 7.3.20 all processing charges and related expenses payable to HKSCC;
- 7.3.21 all CCASS transaction fees payable in connection with the Global Offering;
- 7.3.22 fees and expenses related to background searches in connection with the Global Offering; and
- 7.3.23 fees and expenses related to litigation searches in connection with the Global Offering, as approved by the Company.

shall be borne by the Company, and the Company shall pay or cause to be paid all such fees, costs, charges, Taxation and expenses incurred, provided that such bills of fees, costs, charges, and expenses shall be provided to Company for review and approve prior to any payment by the Company. Notwithstanding anything to the contrary in Clause 20.1, if any costs, expenses, fees or charges referred to in this Clause 7.3 is paid or to be paid by any of the Sole Sponsor, Sole Overall Coordinator, the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMI or Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees, or charges or Taxation to the relevant Sole Sponsor, Sole Overall Coordinator, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMI or Hong Kong Underwriter on an after tax basis provided that such costs, expenses, fees or charges shall be provided to Company for review and approve prior to any payment by the Company.

7.4 **Costs and expenses payable in case the Global Offering does not proceed**

If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed by 31 December 2023, the Company shall not be liable to pay any underwriting commission and incentive fee under Clauses 7.1 and 7.2, but the Company shall, and the Covenantor shall procure the Company to, pay or reimburse to the relevant parties all costs, fees, charges, expenses and Taxation referred to in Clause 7.3 which have been incurred or are liable to be paid by Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the Sole Sponsor, the Sole Overall Coordinator, the CMI and/or the Hong Kong Underwriters and all other costs, expenses, fees, charges and Taxation payable which are expressed to be borne by the Company pursuant to Clause 7.3 within 30 calendar days on written demand by Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the Sole Sponsor, the Sole Overall Coordinator, the CMI and/or the Hong Kong Underwriters which incurred the costs, expenses, fees, and charges, as the case may be, subject to the terms of the engagement letter or agreement entered into by the Company and the relevant parties, if applicable.

7.5 **Time of payment of costs**

- 7.5.1 All commissions, fees, costs, charges and expenses referred to in this Clause 7 (if not so deducted pursuant to Clause 5.1) or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 5.2 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses) shall be payable by the Company within 30 days of the first written request by the Sole Overall Coordinator or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause 7 are exclusive of goods and services tax, value added tax and/or similar taxes. All payments to be made by the Company under Clause 7.1 and 7.2 shall be made without deduction or withholding in respect of Taxation, other than any such deduction or withholding required by law. If the Company makes such a deduction or withholding, the sum due shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant person entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 7.5.2 The Covenantor unconditionally and irrevocably guarantee that if the Company does not pay any sum payable to the Sole Sponsor, the Sole Overall Coordinator, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the CMI or the Hong Kong Underwriters under this Clause 7 by the time and on the date specified for such payment, the Covenantor will be responsible for the payment of that sum.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 Warranties:

- 8.1.1 The Warrantors, jointly and severally, represent, warrant and undertake to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them in terms set out in Part A of Schedule 4 that each of the Warranties is true, accurate and not misleading as at the date of this Agreement and acknowledge that each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties set out in Part A of Schedule 4. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.
- 8.1.2 Each of the Covenantor represents, warrants and undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them in terms set out in Part B of Schedule 4 that each of the Warranties is true, accurate and not misleading as at the date of this Agreement and acknowledge that each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties set out in Part B of Schedule 4.

8.2 Warranties repeated

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

- 8.2.1 on the date of registration of the Hong Kong Prospectus and the Application Form by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Hong Kong Prospectus Date and the date of the supplemental Hong Kong Prospectus (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to (i) the delivery by the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.4 and/or Clause 4.8 (as the case may be);
- 8.2.6 8:00 a.m. on the Listing Date;
- 8.2.7 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange;

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

8.3 **Notice of breach of Warranties**

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

8.4 **Undertakings not to breach Warranties**

Each of the Warrantors hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) (such approval not to be unreasonably withheld or delayed).

8.5 **Remedial action and announcements**

8.5.1 Each of the Warrantors shall notify the Sole Sponsor and the Sole Overall Coordinator as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate in any material aspect, or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which requires or could require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement of a fact or omit to state any fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading, or (iii) which would or might result in any breach of the Warranties given by the Warrantors or any circumstances giving rise to a claim under any of the indemnities contained herein, or given pursuant to, this Agreement, or (iv) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (v) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (v) above, without prejudice to any other rights of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be reasonably required by the Sole Sponsor and/or the Sole Overall Coordinator, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, such supplements or amendments in relation to the Offering Documents or any of them, and supplying the Sole Sponsor and the Sole Overall Coordinator or such persons as they may reasonably direct, with such number of copies of such supplements and amendments as they may reasonably require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Sole Overall Coordinator to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Sole Overall Coordinator or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact.

8.5.2 Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, supplement or amendment in connection with the Global Offering or do any such act or thing without the prior written consent of the Sole Sponsor, the Sole Overall Coordinator (provided that such consent shall not be unreasonably withheld or delayed), except as required by applicable Laws, in which case the Warrantors shall, to the extent legally permissible, first consult the Sole Sponsor and the Sole Overall Coordinator before such issue, publication or distribution or act or thing being done.

8.6 Warrantors' knowledge

A reference in this Clause 8 or in Schedule 4 to the knowledge, information, belief or awareness or any similar expression of the Warrantors shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.7 Obligations personal

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

8.8 Release of obligations

Any liability to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and/or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and/or Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 Consideration

Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties and undertakings herein, in consideration of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms and conditions set out herein.

8.10 Full force:

For the purpose of this Clause 8:

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

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.6 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such

documents means such documents when read together with such amendment or supplement.

9. INDEMNITY

9.1 No claims against Indemnified Parties

No Proceeding (as defined in Clause 9.2) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any loss, liability, damage, payment, cost (including legal costs), charge, expense, claim (any action, writ or proceeding (including any investigation or inquiry by or before any Authority) or Taxation (collectively, "**Losses**" and individually, a "**Loss**") which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Offering Documents, the performance by the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Global Offering, the allotment or issue of the Offer Shares, the preparation or despatch of the Offering Documents.

9.2 Indemnity

Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Indemnified Parties to, subject to the terms and conditions set forth in this Clause 9, indemnify, hold harmless and keep each of the Indemnified Parties fully indemnified on demand and, on an after-Taxation basis, against all Losses which, jointly or severally, any such Indemnified Party may suffer or incur, and against all claims, actions, writs, suits, judgments and awards and proceedings (including any investigation or inquiry by or before any Authority and whether or not any such claim involves or results in any action, suit or proceeding), demands, judgment, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including all payments, costs (including legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the HK Information Packs, the OC Announcement and any notices, announcements, advertisements, communication or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any of them) (collectively, the "**Related Public Information**"); or
- 9.2.2 any Related Public Information containing any untrue or alleged untrue statement of a material fact, or omitting or being alleged to have omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the material information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise (except for (i) the legal name, logo and address of each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, and (ii) the name and qualifications of the Sole Sponsor under the section headed "Appendix V- Statutory and General Information" in the Hong Kong Prospectus); or

- 9.2.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be incomplete or inaccurate in any material respect, misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or
- 9.2.4 the execution, delivery and performance by the Sponsor-OC, the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, a CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Company and/or the offer, allotment, issue or sale of the Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of any of the Warrantors of or any action or omission of any Group Company or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement or the Price Determination Agreement or the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, incomplete, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any act or omission of any member of the Group or the Company or any of the Covenantor in relation to the Global Offering; or
- 9.2.9 the Global Offering failing or being alleged to fail 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; or
- 9.2.10 any failure or alleged failure by the Company or any of the Directors of the Company to comply with their respective obligations under the Listing Rules, the Articles of Association or applicable Laws; or
- 9.2.11 any breach or alleged breach by any member of the Group or any director thereof or the Covenantor of applicable Laws; or
- 9.2.12 any Proceeding in connection with the Global Offering before any Authority having commenced or been threatened or any settlement of any such Proceeding; or
- 9.2.13 any breach or alleged breach by the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.14 any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Related Public Information and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or
- 9.2.15 any other matter arising in connection with the Global Offering;

provided that the indemnity provided for in Clause 9.2.4 shall not be available to any of the Indemnified Parties, and each of such Indemnified Parties shall remain liable, for any such Proceedings or Losses as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to such extent to have been caused by the fraud, wilful misconduct, or gross negligence of such Indemnified Party. The non-application of the indemnity provided for in connection with Clause 9.2.4 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

9.3 **Notice of claims**

If any of the Indemnifying Parties become aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 9.2, it shall promptly give notice thereof to the Sole Overall Coordinator (on behalf of other Indemnified Parties) in writing with details thereof.

9.4 **Conduct of claims**

If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnified Party may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceedings including appointing counsel at its expense to act for it in such Proceedings; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Parties. Unless the Sole Sponsor and the Sole Overall Coordinator (on behalf of any Indemnified Parties) consent to the counsel to Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Sole Overall Coordinator (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

9.5 **Settlement of claims**

Each of the Indemnifying Parties shall not, without the prior written consent of the Indemnified Parties, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent to the entry of judgment includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by applicable Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the indemnifying parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Parties may otherwise have.

9.6 **Arrangements with advisers**

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

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

- 9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
- 9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

9.7 Costs

For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.

9.8 Payment free from counterclaims/set-offs

All payments made by the Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by law. If an Indemnifying Party makes a deduction or withholding (including a deduction or withholding in respect of Taxation) under this Clause 9, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

9.9 Payment on demand

All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Party after they are incurred and within 30 calendar days of a written notice demanding payment being given to the Indemnifying Party by or on behalf of an Indemnified Party.

9.10 Taxation

If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

9.11 Full force

The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or this Agreement being terminated.

10. FURTHER UNDERTAKINGS

10.1 Compliance by the Company and/or the Covenantor

The Company undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall, and each of the Covenantor undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall take steps within its power and control to procure that the Company will, comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, and the Listing Rules and all requirements of the Stock Exchange or the SFC or any other Authority and all applicable Laws in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including:

- 10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.4, to the applicants under Clauses 4.7 and 4.8, respectively;
- 10.1.2 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not subsequently cancelled or revoked;
- 10.1.3 making and obtaining all necessary Approvals and Filings from and making all necessary filings with the Registrar of Companies in Hong Kong and the Stock Exchange, the SFC and other Authorities, as applicable;
- 10.1.4 making available for display or inspection on the websites of the Stock Exchange at www.hkexnews.hk and the Company at www.xikang.com up to and including the date which is 14 days from the date of the Hong Kong Prospectus, the documents referred to in the section headed "Appendix V – Documents Delivered to the Registrar of Companies and Available on Display" of the Hong Kong Prospectus for the period and in such matter stated therein;
- 10.1.5 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) within six months immediately following the Listing Date;
- 10.1.6 procuring that none of the Directors and that the relevant Director procure none of their respective associates (as defined in the Listing Rules) will himself/herself or itself (or through a company controlled by him or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.7 procuring that no connected person (as defined in the Listing Rules) or existing shareholder of the Company or their respective close associates (as defined in the Listing Rules) will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by the above persons, it shall forthwith notify the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)
- 10.1.8 procuring that none of the Company, any member of the Group and/or the Covenantor and/or any of their respective directors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Pricing Disclosure Package or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 10.1.9 that no preferential treatment has been, nor will be, given to any placee and its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;
- 10.1.10 from the date hereof until 5:00 p.m. on the date which is the thirtieth Business Day after the Hong Kong Prospectus Date, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise), other than pursuant to the Global Offering or pursuant to the Pre-IPO Share Option Scheme and Post-IPO Share Option Scheme;

- 10.1.11 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) for their review, for a period of three months immediately following the Listing Date
- 10.1.12 using or procuring that all of the net proceeds received by the Company pursuant to the Global Offering will be used in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Hong Kong Prospectus unless otherwise changed in compliance with the Listing Rules and the requirements of the Stock Exchange;
- 10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
- 10.1.14 cooperating with and fully assisting, and using its best endeavours to procure members of the Group, the Covenantor, to cooperate with and fully assist the Sole Sponsor, the Sole Overall Coordinator, to facilitate its performance of its duties, as the case may be, as a Sole Sponsor and an Overall Coordinator, and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct and the Listing Rules.
- 10.1.15 cooperating with and fully assisting, and procuring members of the Group, Covenantor, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of Sole Sponsor, the Underwriters, the Sole Overall Coordinator and the CMIs, to facilitate its performance of its duties, as the case may be, as a Sole Sponsor, a Sole Overall Coordinator, and/or a CMI and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct and the Listing Rules; and
- 10.1.16 giving every assistance, and procuring the members of the Group, Covenantor, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Sole Sponsor, the Underwriters, the Sole Overall Coordinator and the CMIs, to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 thereof) and the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix 6 thereof).

10.2 **Information**

The Company hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters that it shall, and the Covenantor undertakes that it shall procure that the Company will, provide to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Hong Kong Underwriters all such information as is known to it or which on due and careful enquiry ought to be known to it and whether relating to the Group or the Company or the Covenantor or otherwise as may be reasonably required by the Sole Sponsor or the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in connection with the Global Offering for the purposes of complying with any requirement of applicable Laws or of the Stock Exchange or of the SFC or of any other relevant Authority.

10.3 **Hong Kong Share Registrar, White Form eIPO Service Provider and payment of tax/expenses**

Each of the Warrantors undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall use best endeavours to procure that the Hong Kong Share Registrar and the White Form eIPO Service Provider shall do all such acts and things as may be

required to be done by it in connection with the Global Offering and the transactions contemplated herein.

10.4 **Receiving Bank**

Each of the Warrantors undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that it shall use best endeavours to procure that the Receiving Bank shall do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated herein.

10.5 **Restrictive covenants**

The Company hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that it will not and procure that no other member of the Group will, and the Covenantor undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that it shall take steps within its power and control to procure that the Company not to:

- 10.5.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect;
- 10.5.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole opinion of the Sole Sponsor or the Sole Overall Coordinator has or will or may have an adverse effect on the Global Offering;
- 10.5.3 on or prior to the Listing Date, take any steps which, in the sole opinion of the Sole Sponsor or the Sole Overall Coordinator, are or will or may be materially inconsistent with any expression of policy, expectation or intention in the Hong Kong Prospectus; and
- 10.5.4 on or prior to the Listing Date, amend any of the terms of the appointments of the Hong Kong Share Registrar, the Receiving Bank and the Nominee or the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Sole Overall Coordinator (such consent not to be unreasonably withheld or delayed);
- 10.5.5 if applicable, at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other member of the Group, including, without limitation, the memorandum and articles of association including the Articles of Association of the Company (save as allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing, as described in the Hong Kong Prospectus);
- 10.5.6 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, without the prior written approval of the Sole Sponsor and the Sole Overall Coordinator (such consent not to be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement;

10.6 **Maintain listing**

The Company hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that it will, and the Covenantor undertakes to the Sole Sponsor, the Sole Overall

Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall take steps within its power and control to procure the Company to maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the Main Board, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Code on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.7 **Legal and regulatory compliance**

The Company hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will, and the Covenantor undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall take steps within its power and control to procure the Company to:

- 10.7.1 deliver to the SEHK, as soon as practicable before the commencing of dealing in the Shares on the SEHK, the declaration to be signed by one of the Directors and the company secretary of the Company in the form set out in Appendix 5, Form F of the Listing Rules;
- 10.7.2 procure that the audited accounts of the Company for the three financial years ended 31 December 2022 and the three months ended 31 March 2023 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
- 10.7.3 comply with the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public of any information required by the SEHK, the SFC and any other Authority to be announced and disseminated to the public;
- 10.7.4 providing to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and Joint Bookrunners any such other resolutions, consents, authorities, documents, opinions and certificates (other than those required to be delivered by the Company to the Sole Sponsor and Sole Overall Coordinator as part of the Conditions Precedent Documents) which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Sole Overall Coordinator may reasonably require;
- 10.7.5 at all times adopt and uphold a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and procuring that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.7.6 comply with all the undertakings and commitments made by the Company or the Directors in the Hong Kong Prospectus and submissions to the Stock Exchange and/or the SFC in connection with the Global Offering;
- 10.7.7 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.7.8 paying all Taxes, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the United States, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Sole Sponsor, the Sole Overall Coordinator, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty);

- 10.7.9 comply with the provisions of Chapter 13, 14, 14A of the Listing Rules and the provisions of the Hong Kong Code on Takeovers and Mergers and Share Buy-backs to the extent applicable; and
- 10.7.10 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by any applicable laws, rules and regulations, the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere.
- 10.7.11 comply with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Sole Overall Coordinator in accordance with paragraph 19 of Appendix 6 to the Listing Rules;
- 10.7.12 comply with and procure the Directors to comply with their obligations to assist the CMIs in accordance with Listing Rule 3A.46, including but not limited to keeping the CMIs informed of any material changes to information provided under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its Directors;
- 10.7.13 notify the Stock Exchange and provide the Stock Exchange with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Listing Rule 9.11;
- 10.7.14 keep the Sole Overall Coordinator informed of any material change to the information previously given to the Stock Exchange and the SFC under Clause 10.1.15, and to enable the Sole Overall Coordinator to provide (or procuring their provision) to the Stock Exchange and/or the SFC, in a timely manner, such information as the Stock Exchange or the SFC may require;
- 10.7.15 provide to or procure for the Sole Overall Coordinator all necessary consents to the provision of the information referred to in Clauses 10.1.14, 10.1.15, 10.7.11 to 10.7.14 and 10.7.16 herein to them; and
- 10.7.16 comply, cooperate and assist with record-keeping obligations of the Company, the Sole Overall Coordinator and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Sole Overall Coordinator.

10.8 **Internal controls**

The Company hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers the CMIs and the Hong Kong Underwriters that it will, and the Covenantor undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall take steps within its power and control to procure that the Company to ensure that any material issues identified and as disclosed in any internal controls report prepared by the Internal Controls Consultant have been or are being rectified or improved in accordance with the recommendations set out in the report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Controls Consultant in its internal controls report.

10.9 **Significant changes**

- 10.9.1 If, at any time up to or on the date falling six months after the Listing Date:
 - (A) there is a significant change which affects or is capable of affecting any information contained in the Offering Documents; or
 - (B) a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued,

then the Company shall, and the Covenantor shall take steps within its power and control to procure the Company to:

- (1) promptly provide full particulars thereof to the Sole Sponsor or the Sole Overall Coordinator;
- (2) if so required by the Sole Sponsor or the Sole Overall Coordinator, inform the Stock Exchange and the SFC of such change or matter;
- (3) if so required by the Stock Exchange or the Sole Sponsor or the Sole Overall Coordinator, promptly amend and/or prepare and deliver (through the Sole Sponsor) to the Stock Exchange for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Sole Overall Coordinator (provided that any such approval shall not constitute a waiver of any rights of the Sole Sponsor and the Sole Overall Coordinator under this Agreement) and publish such documentation in such manner as the Stock Exchange or the Sole Sponsor or the Sole Overall Coordinator may require; and
- (4) make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

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

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

10.10 Offer of the Shares

The Company hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters and each of them:

- 10.10.1 not to, and not to permit any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) of the Company to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) under circumstances that would require the registration of the Offer Shares under the Securities Act;
- 10.10.2 not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act; and
- 10.10.3 not to, and not to permit its affiliates (as defined under Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S under the Securities Act) with respect to Offer Shares.

10.11 General

- 10.11.1 Without prejudice to the foregoing obligations, the Company hereby undertakes with the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that it shall, and the Covenantor undertakes with the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers the CMI's and the Hong Kong Underwriters that it shall take steps within its power and control to procure the Company to, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.
- 10.11.2 The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11. TERMINATION

11.1 Termination by the Sole Overall Coordinator

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

11.1.1 there shall develop, occur, exist or come into force:

- (A) any or a series of local, national, regional, or international event(s) or circumstance(s) in the nature of force majeure (including, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreak or escalation of diseases (including Severe Acute Respiratory Syndrome (SARS), Coronavirus Disease 2019 (COVID-19), H1N1 and H5N1 and such related/mutated forms and the escalation, mutation or aggravation of such diseases), or interruption or delay in transportation, outbreak, escalation, mutation or aggravation of disease, economic sanctions, strikes, labour disputes, lock-outs, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed) in or directly or indirectly affecting the Cayman Islands, Hong Kong, the PRC, or the United States, the United Kingdom or the European Union (or any member thereof) or any other jurisdiction relevant to the Group or the Global Offering) (each a "**Relevant Jurisdiction**" and collectively, the "**Relevant Jurisdictions**"); or
- (B) any change, or any development involving a prospective change, or any event or circumstance or series of events reasonably likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets), in or directly or indirectly affecting any Relevant Jurisdictions; or
- (C) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, or the Singapore Stock Exchange; or
- (D) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or competent Authority), New York (imposed at Federal or New York State level or by any other competent Authority), London, European Union (or any member thereof) or any other Relevant Jurisdiction or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any Relevant Jurisdictions; or
- (E) any new Law, or any change or any development involving a prospective change or any event or circumstance reasonably 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
- (F) the imposition of sanctions, in whatever form, directly or indirectly, by or for any of the Relevant Jurisdictions under any sanction Laws, or regulations in, Hong Kong, the PRC or any other Relevant Jurisdiction; or

- (G) any change or development involving a prospective change in or affecting Taxes or foreign exchange control, currency exchange rates or foreign investment regulations (including a material devaluation of the United States dollar, the Hong Kong dollar or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar), in any of the Relevant Jurisdictions; or
- (H) any litigation, dispute, legal action or claim, or regulatory investigation or action of any third party being threatened, instigated or announced against any member of the Group or any Director; or
- (I) any contravention by any member of the Group or any Director of the Listing Rules or of any applicable Laws; or
- (J) non-compliance of the Hong Kong Prospectus (or any other documents used in connection with the contemplated offer and sale of the Offer Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (K) the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus (or to any other documents issued or used in connection with the contemplated offer and sale of the Shares) pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or any requirement or request of the Stock Exchange and/or the SFC; or
- (L) any change, prospective change or development involving a prospective change in, or a materialisation of, any of the risks set out in the section headed "Risk Factors" of the Hong Kong Prospectus; or
- (M) a Director or any member of senior management of the Company as named in the Hong Kong Prospectus vacating his or her office; or
- (N) any order or petition for the winding up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group (other than the Company) with its creditors or a scheme of arrangement entered into by any member of the Group (other than the Company) or any resolution for the winding-up of any member of the Group (other than the Company) or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any subsidiaries or consolidated affiliated entities of the Group (other than the Company) or anything analogous thereto occurring in respect of any subsidiaries or consolidated affiliated entities of the Group (other than the Company); or
- (O) a Director or a member of the Company's senior management as named in the Hong Kong Prospectus being charged with an indictable offense or prohibited by operation of Law or otherwise disqualified from taking part in the management or taking directorship of a company or the commencement by any government, political, regulatory body of any action against any Director in his capacity as such or an announcement by any governmental, political regulatory body that it intends to take any such action; or
- (P) an Authority or a political body or organization in any Relevant Jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director or a member of the Company's senior management as named in the Hong Kong Prospectus;

which, individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) (i) has or will or may have a Material Adverse Change; or (ii) has or will have or may have a Material Adverse Change on the success of the Global Offering or the level of applications

under the Hong Kong Public Offering or the level of interest under the International Offering; or (iii) makes or will make or may make it inadvisable, inexpedient, impracticable or incapable for any part of the Global Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offer Related Documents (as defined below); or (iv) has or will or is likely to have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

- 11.1.2 there has come to the notice of the Sole Overall Coordinator and the Sole Sponsor that:
- (A) any statement contained in Offering Documents, and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (collectively, the "**Offer Related Documents**") (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, incomplete in any material respect or misleading, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of the Offer Related Documents (including any supplement or amendment thereto) is not fair and honest made on reasonable grounds or, where appropriate, and based on reasonable assumptions with reference to the facts and circumstances then subsisting in any material respect and when taken as a whole; or
 - (B) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, any of the Offer Related Documents (including any supplement or amendment thereto); or
 - (C) any breach of, or any of the obligations imposed upon any party to this Agreement or the International Underwriting Agreement in any material aspects (other than upon any of the Sole Sponsor, the Sole Overall Coordinator, the Hong Kong Underwriters or the International Underwriters); or
 - (D) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities given by any of them under this Agreement, as applicable; or
 - (E) any Material Adverse Change; or
 - (F) any breach of, or any event or circumstance rendering untrue or incorrect, incomplete or misleading, any of the Warranties in any aspects; or
 - (G) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Shares (including pursuant to any exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
 - (H) the approval of the Listing Committee of the SEHK of listing of, and permission to deal in, the Shares to be issued or sold under the Global Offering (including any additional Shares that may be issued pursuant to the exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
 - (I) any expert (as named in the Hong Kong Prospectus and other than the Sole Sponsor) has withdrawn its consent to being named as an expert in the Hong Kong Prospectus or the issue of any of the Hong Kong Public Offering Documents with the inclusion of its reports, letters and/or legal opinions (as the case may be); or
 - (J) the Company withdraws any of the Offer Related Documents or the Global Offering;
 - (K) any order or petition for the winding-up or liquidation of the Company or any composition or arrangement made by any member of the Group with its creditors

or a scheme of arrangement entered into by the Company or any resolution for the winding-up of the Company or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of the Company or anything analogous thereto occurring in respect of the Company; or

- (L) a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investors under agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled.

11.2 Effect of termination

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

- 11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13, 14, 15, 16, 17, 19 and 20 and any rights or obligations which may have accrued under this Agreement prior to such termination; and
- 11.2.2 all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.4 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded as soon as practicable (in the latter case, the Company shall use its best endeavours to procure that the Hong Kong Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement).

12. RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 Lock-up on the Company

Except for the issue, offer and sale of the Shares pursuant to the Global Offering (including pursuant to the Over-Allotment Option) and the Pre-IPO Share Option Scheme and the Post-IPO Share Option Scheme, the Company hereby undertakes to each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that, at any time after the date of this Agreement up to and including the date falling six months from the Listing Date (the "**First Six-Month Period**"), it will not, without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and the Sole Sponsor and unless in compliance with the requirements of the Listing Rules:

- 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, 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 securities of the Company, as applicable), or deposit any securities of the Company with a depositary in connection with the issue of depositary receipts; or
- 12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any securities of the Company, as applicable, or any interest in any of the foregoing (including, 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 securities of the Company); or
- 12.1.3 enter into any transaction with the same economic effect as any transaction described in Clauses 12.1.1 or 12.1.2 above; or
- 12.1.4 offer to or agree to do any of the foregoing or announce any intention to do so,

in each case, whether any of the foregoing transactions specified in Clauses 12.1.1 to 12.1.4 above is to be settled by delivery of such Shares or other equity securities, in cash or otherwise (whether or not

the issue of such Shares or other equity securities will be completed within the First Six-Month Period).

12.2 **Maintenance of public float**

The Company agrees and undertakes to each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters that it will, and the Covenantor undertakes to each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules (the "**Minimum Public Float Requirement**"), and it will not effect or permit any purchase of the Shares by itself or by other persons (where applicable), or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the Minimum Public Float Requirement on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and the Sole Sponsor.

12.3 The Covenantor undertakes to each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to procure the Company to comply with the undertakings and the obligations under Clause 12.1 and Clause 12.2.

12.4 **Full force**

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

13. **ANNOUNCEMENTS**

13.1 **Restrictions on announcements**

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

13.2 **Discussion with the Sole Sponsor and the Sole Overall Coordinator**

Each of the Warrantors jointly and severally undertakes to the Sole Sponsor and the Sole Overall Coordinator that it will discuss with the Sole Sponsor and the Sole Overall Coordinator any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, within 12 months following the date of the Hong Kong Prospectus which may conflict in any material respect with any statement in the Hong Kong Prospectus. The restrictions contained in this Clause 13 shall continue to apply after the completion or termination of this Agreement for the above 12 month period.

13.3 **Full force**

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

14. **CONFIDENTIALITY**

14.1 **Information confidential**

Subject to Clause 14.2, each party hereto shall, and shall procure that their respective Affiliates, partners, directors, officers and agents will treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions**

Any party hereto may disclose, or permit its partners, directors, officers and agents to disclose, information which would otherwise be confidential if and to the extent:

- 14.2.1 required by applicable Laws;
- 14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC, whether or not the requirement for disclosure of information has the force of law;
- 14.2.3 required to vest the full benefit of this Agreement in such party;
- 14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party;
- 14.2.5 the information has come into the public domain through no fault of such party;
- 14.2.6 required or requested by any Sole Sponsor, Sole Overall Coordinator, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMI or Hong Kong Underwriter or any of their respective Affiliates for the purpose of the Global Offering;
- 14.2.7 required by any Sole Sponsor, Sole Overall Coordinator, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMI or Hong Kong Underwriter or any of their respective Affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or
- 14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and the Sole Sponsor), such approval not to be unreasonably withheld;

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

14.3 **Full force**

The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering.

15. **TIME OF THE ESSENCE**

Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the CMIs) hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

16. **INVALIDITY**

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

17. **NOTICES**

17.1 **Language**

All notices or other communication delivered hereunder shall be in writing and shall be in the English language.

17.2 **Time of notice**

17.2.1 Any such notice or other communication shall be addressed as provided in Clause 17.3 and if so addressed, shall be deemed to have been duly given or made as follows:

- (A) if sent by personal delivery, upon delivery at the address of the relevant party;
- (B) if sent by post, two Business Days after the date of posting;
- (C) if sent by airmail, five Business Days after the date of posting;
- (D) if sent by email, at the earlier of (i) the time the recipient acknowledges receipt; and (ii) 24 hours after transmission unless the sender receives an automated message that the e-mail has not been delivered;
- (E) if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

17.2.2 Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day. However, in the case of Clauses 17.2.1(D) and 17.2.1(E) above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient, it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

17.3 **Details of contact**

17.3.1 The relevant address, email address, and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 17.4, are as follows:

If to the **Company**:

Address: Building B3, 175 Chuangxin Lu, Hunnan District, Shenyang City
Attention: Wang Shuli
Email: wangsl@neusoft.com

If to the **Covenantor**:

Address: No. 1-1-1 , 15-1 Wanghu Road , Heping District , Shenyang, the PRC
Attention: Dr. Liu
Email: liujr@neusoft.com

If to **CICC**:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Fax: +852 2872 2101
Attention: Project Spring Team

Email: gi_spring@cicc.com.cn

17.3.2 If to any of the Hong Kong Underwriters, at their respective addresses, email address, and fax numbers, and for the attention of the person set opposite its name in Schedule 3, respectively.

17.4 **Change of contact details**

A party may notify the other parties to this Agreement of a change of its relevant address, email address or facsimile number for the purposes of Clause 17.3, provided that such notification shall only be effective on:

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

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

18. **RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

18.1 In the event that any Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

18.2 In the event that any Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

18.3 For purposes of this Clause 18:

18.3.1 "**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

18.3.2 "**Covered Entity**" means any of the following:

(A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

18.3.3 "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

18.3.4 "**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

19. **GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY**

19.1 **Governing law**

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

19.2 **Arbitration**

19.2.1 Any dispute, controversy or claim arising out of or relating to this Agreement (including any dispute regarding its existence, validity, interpretation, performance, breach,

termination or enforceability and any non-contractual obligation arising out of or in connection with it) ("**Dispute**") shall be referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted, as may be supplemented or amended by this Clause 19.2. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, to be appointed in accordance with the Rules. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 19.2 shall be construed as preventing any party from seeking conservatory, ancillary, interlocutory or interim relief in relation to any arbitration commenced under this Clause from any court of competent jurisdiction.

19.2.2 Notwithstanding Clause 19.2.1 above:

- (A) Any of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Bookrunner, the Sole Lead Manager, the CMIs and the Hong Kong Underwriters may by notice in writing to all other parties require that all Disputes or a specific Dispute be heard by a court of law, provided that the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Bookrunner, the Sole Lead Manager, the CMIs and the Hong Kong Underwriters has not filed a Notice of Arbitration or Answer to the Notice of Arbitration as defined in the Rules (as the case may be). If any of the aforementioned parties gives such notice, the Dispute(s) to which such notice refers shall be determined in accordance with Clause 19.2.3 below. If such notice is given after service of any Notice of Arbitration, the parties must also promptly give notice to the HKIAC and to any arbitrators already appointed that: (a) such Dispute(s) will be settled by the courts; and (b) the arbitration proceedings and the appointment of any arbitrator in relation to such Dispute(s) shall be immediately terminated.
- (B) Each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Bookrunner, the Sole Lead Manager, the CMIs and the Hong Kong Underwriters shall also have the sole right, in circumstances in which they become or are joined as a defendant or third party in any proceedings relating to a Dispute, to pursue claims against the Company, its affiliates and/or the Covenantors in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

19.2.3 In the event that any of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Bookrunner, the Sole Lead Manager, the CMIs and the Hong Kong Underwriters refers a Dispute to court in accordance with Clause 19.2.2(A) of this Agreement, the provisions of this Clause 19.2.3 shall apply.

- (A) The courts of Hong Kong have exclusive jurisdiction to settle any Dispute.
- (B) The parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle any Dispute and accordingly no party will argue to the contrary.
- (C) This Clause 19.2.3 is for the benefit of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Bookrunner, the Sole Lead Manager, the CMIs and the Hong Kong Underwriters only. As a result, any of the aforementioned parties may take proceedings relating to a Dispute in any other court(s) with jurisdiction. To the extent allowed by law, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Bookrunner, the Sole Lead Manager, the CMIs and the Hong Kong Underwriters may take concurrent proceedings in any number of jurisdictions.

19.3 **Service of documents**

Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 17.

19.4 **Process Agent**

The Covenantor irrevocably appoint the Company, having a registered place of business in Hong Kong at 40/F, Dah Sing Financial Centre, 248 Queen's Road East, Wan Chai, Hong Kong as their authorized agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Covenantor at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for any of the Covenantor, the affected Covenantor shall as soon as practicable appoint a new agent for the service of process in Hong Kong acceptable to the Sole Sponsor and the Sole Overall Coordinator and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor and the Sole Overall Coordinator shall be entitled to appoint such new agent for and on behalf of the Covenantor, and such appointment shall be effective upon the giving notice of such appointment to the Covenantor. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law. Where proceedings are taken against the Company and/or the Covenantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company and/or the Covenantor shall as soon as practicable appoint an agent for the service of process in that jurisdiction acceptable to the Sole Sponsor and the Sole Overall Coordinator and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 30 days, failing which the Sole Sponsor and the Sole Overall Coordinator shall be entitled to appoint such agent for and on behalf of the Company and/or the Covenantor, and such appointment shall be effective upon the giving notice of such appointment to the Company and/or the Covenantor.

19.5 **Waiver of immunity**

To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings and proceedings for ancillary, interim or interlocutory relief), any of the Company and/or the Covenantor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings and proceedings for ancillary, interim or interlocutory relief), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including, without limitation, any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award (including, without limitation, any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Company and/or the Covenantor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

20. **MISCELLANEOUS**

20.1 **Contracts (Rights of Third Parties) Ordinance**

Subject to Clause 20.1.1, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), and to the extent otherwise set out in this Clause 20.1:

20.1.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 20.2 may enforce and rely on this Agreement as if it were a party; and

20.1.2 this Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 20.1.1 and the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMI's or the relevant Hong Kong Underwriter will have no responsibility under or as a result of this Agreement to any Indemnified Person who is not a party to this Agreement.

20.2 **Assignment**

20.2.1 This Agreement shall be binding on, and enure for the benefit of, the parties hereto and their respective successors, personal representative and permitted assigns.

20.2.2 Each of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity. Save as aforementioned, no party to this Agreement, nor any Indemnified Person who is not a party to this Agreement, may assign or transfer all or any part of any benefit of or rights in, this Agreement without the consent of the other parties hereto. Obligations under this Agreement shall not be assignable.

20.3 **Professional Investors**

The Covenantor and the Company have read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean each of the Company and Covenantor, and "**we**" or "**us**" or "**our**" shall mean the Sole Overall Coordinator (on behalf of the Underwriters).

20.4 **Release or compromise**

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

20.5 **Exercise of rights**

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

20.6 **No partnership**

Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

20.7 **Entire agreement**

This Agreement, in the case of the Sole Sponsor and Sponsor-OC, also together with the engagement letter between the Company and the Sole Sponsor and Sponsor-OC in its capacity as a Sole Sponsor and a Sponsor-OC, in the case of the CMIs, together with the CMI Engagement Letters, constitutes the entire agreement amongst the Company, the Covenantor, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the engagement letter between the Company and the Sole Sponsor) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement at any time prior to the execution of this Agreement. If any terms herein this Agreement are inconsistent with that of the Sponsor-OC Engagement Letter and the CMI Engagement Letters, the terms in this Agreement shall prevail.

20.8 **Amendment and variations**

This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.

20.9 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery. 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.

20.10 **Judgment Currency Indemnity**

In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, the Warrantors, jointly and severally, will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall continue in full force and effect notwithstanding any such judgment or order or award as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

20.11 **Authority to the Sole Overall Coordinator**

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

20.12 **No right of contribution**

The Covenantor hereby irrevocably and unconditionally:

- 20.12.1 waive any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 20.12.2 acknowledge and agree that the Company and/or any other member of the Group shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 20.12.3 undertake (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any Director, officer or employee of the Company or of any other member of the Group on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

20.13 Further Assurance

The Warrantors shall from time to time, on being required to do so by the Sole Sponsor and the Sole Overall Coordinator now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor and the Sole Overall Coordinator may require to give full effect to this Agreement and secure to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Hong Kong Underwriters, the Joint Lead Managers, Joint Bookrunners, the CMI's or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

20.14 Language

This Agreement is prepared and executed in English only.

20.15 Taxation

All payments to be made by the Company and/or the Covenantor under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes except as required by Law. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, or if the Sole Sponsor, the Sole Overall Coordinator, a Hong Kong Underwriter, a Joint Global Coordinator, a Joint Bookrunner, a Joint Lead Manager, or a CMI, as applicable, is required by any Authority to pay any Taxes as a result of receiving a payment under this Agreement, the Company and/or the Covenantor will pay such additional amount together with the relevant payment as will ensure that the aggregate of the sums received shall, after all deductions or withholdings from such sums have been made and Taxes paid, leave such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Joint Lead Manager, or CMI, as applicable, with the same amount as it would have been entitled to receive in the absence of any such deductions or withholdings or Taxes. If a Hong Kong Underwriter, a CMI, the Sole Sponsor, the Sole Overall Coordinator, a Joint Global Coordinator, a Joint Bookrunner, or a Joint Lead Manager is required by any PRC Authority to pay any Taxes imposed by the PRC or any political subdivision or taxing authority thereof or therein ("**PRC Taxes**") as a result of this Agreement, the Company and/or the Covenantor will pay an additional amount to such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager, so that, after deducting all the PRC Taxes payable by such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager, it receives the same amount as it would have been entitled to receive in the absence of any such PRC Taxes and will further, if requested by such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, or Sole Sponsor, use all efforts to give such assistance as such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, or Joint Lead Manager, may reasonably request to assist such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager, in discharging its obligations in respect

of such PRC Taxes, including by making filings and submissions on such basis and such terms as such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Sole Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager, may reasonably request, promptly making available to such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager, notices received from any PRC Authority, obtaining relevant certificates of tax payment from the PRC Authority and, subject to the receipt of funds from such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager, by making payment of such funds on behalf of such Sole Sponsor, Sole Overall Coordinator, Hong Kong Underwriter, CMI, Joint Global Coordinator, Joint Bookrunner, or Joint Lead Manager to the relevant PRC Authority in settlement of such PRC Taxes.

20.16 Survival

The provisions in this Clause 20 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

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

SIGNED by
duly authorised for and on behalf of
NEUSOFT XIKANG HOLDINGS INC.
東軟熙康控股有限公司

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)

A handwritten signature in black ink, consisting of several overlapping loops and lines, positioned to the right of the closing parentheses.

[Signature page to Hong Kong Underwriting Agreement]

**SIGNED by
LIU JIREN**

)
)

A handwritten signature in black ink, consisting of several overlapping, stylized strokes that form a complex, somewhat abstract shape.

[Signature page to Hong Kong Underwriting Agreement]

SIGNED by
LIANG Jin, Managing Director
for and on behalf of
CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED

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)

Liang Jin

[Signature page to Hong Kong Underwriting Agreement]

SIGNED by)
LIANG Jin, Managing Director)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
as attorney for and on behalf of each of the)
other HONG KONG UNDERWRITERS)
(as defined herein))

Liang Jin

[Signature page to Hong Kong Underwriting Agreement]

SCHEDULE 1

THE DIRECTORS

Name	Address
Chairman of the Board and Non-executive Director	
Dr. LIU Jiren (劉積仁)	No. 1-1-1, 15-1 Wanghu Road, Heping District Shenyang PRC
Executive Directors	
Ms. ZONG Wenhong (宗文紅)	Room 2002, Building 1, 555 Furongjiang Road, Changning District, Shanghai, PRC
Non-executive Directors	
Ms. LU Zhaoxia (盧朝霞)	No. 3-7-2, 66 Wenti West Road, Heping District Shenyang, PRC
Dr. WANG Nan (王楠)	No. 1-3-2, 13 Wanghu Road, Heping District Shenyang, PRC
Mr. PU Chengchuan (蒲成川)	No. 602, Unit 5, Building 11, Block 10, Heping Street, Chaoyang District, Beijing, PRC
Dr. CHEN Lianyong (陳連勇)	No. 65, Lane 2001, Longdong Avenue, Pudong New Area, Shanghai PRC
Independent Non-executive Directors	
Ms. CHEN Yan (陳艷)	No. 2-3-2, 178 Lingshui Road, Ganjingzi District, Dalian, PRC
Dr. FANG Weiyi (方唯一)	Room 25E, No. 18, Lane 1029, Zhaojiabang Road Xuhui District, Shanghai, PRC
Dr. YIN Guisheng (印桂生)	258 Nantong Street, Nangang District, Harbin, PRC

SCHEDULE 2

THE COVENANTOR

Covenantor

Address / Contact

Dr. LIU Jiren (劉積仁)

No. 1-1-1, 15-1 Wanghu Road, Heping District, Shenyang
PRC

SCHEDULE 3

THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Address / Contact	Hong Kong Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
China International Capital Corporation Hong Kong Securities Limited	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong	See below	See below
Valuable Capital Limited	RM 3601-06 & 3617-19, 36/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong, Hong Kong	See below	See below
Daiwa Capital Markets Hong Kong Limited	Level 28 One Pacific Place, 88 Queensway, Hong Kong	See below	See below
BOCI Asia Limited	26/F Bank of China Tower, 1 Garden Road, Central, Hong Kong	See below	See below
Futu Securities International (Hong Kong) Limited	Unit C1-2, 13/F, United Centre, No.95 Queensway, Hong Kong	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited	20/F Wing On Centre, 111 Connaught Road Central, Hong Kong	See below	See below
GF Securities (Hong Kong) Brokerage Limited	29-30/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong	See below	See below
Total:		13,381,000	100.00%

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

$$A = B/C \times 13,381,000$$

where:

"A" is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded to the nearest whole number of Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 13,381,000 and (iii) the number underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

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

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

SCHEDULE 4

WARRANTIES

PART A

REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS

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

1. Accuracy of information

- 1.1 none of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or any Supplemental Offering Material (as defined below) when considered together with the Hong Kong Public Offering Documents or the Preliminary Offering Circular contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph does not apply to statements or omissions in the Hong Kong Prospectus made in reliance upon information furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein. For the purpose of this paragraph, the only information such furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use in the Hong Kong Prospectus is their respective marketing name, legal name, logo and address;
- 1.2 all expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, use of proceeds, estimated capital expenditures, future plans, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation, regulatory compliance, impact arising out of regulatory developments and COVID-19 and intellectual property) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and any Supplemental Offering Material when considered together with the Hong Kong Public Offering Documents or the Preliminary Offering Circular (a) have been made after due, careful and proper consideration, (b) are and remain, in all material respects, based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and any Supplemental Offering Material when considered together with the Hong Kong Public Offering Documents or the Preliminary Offering Circular or otherwise based on reasonable and fair grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and remain fairly and honestly held by the Company, the Covenantor and the Directors (c) there are no other material facts known or which could, upon reasonable inquiry, have been known to the Company, any other member of the Group and/ or the Covenantor, and/ or any of the Directors the omission of which would make any such statement or expression misleading;
- 1.3 (A) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains and will contain all material information and particulars required of a prospectus and/or listing document to comply with the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (as well as the Listing Rules and all other rules and regulations of the SEHK) and all applicable Laws, so far as applicable to any of the foregoing, the Global Offering or the listing of the Shares on the SEHK (unless any such requirement has been waived or exempted by relevant authorities), and (B) all such information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, assets and

liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the Shares;

- 1.4 in connection with the Global Offering, all public notices, announcements and advertisements (including the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of the Company, the Subsidiaries, the Covenantor and any of their respective directors, officers, employees, affiliates (as defined in Rule 501(b) under the Securities Act, “**Affiliates**”) or agents, to the SEHK and the SFC and any other relevant Authority have complied and will comply with all Laws to the extent applicable;
- 1.5 other than the Offering Documents, the Company and its agents and representatives (other than the Underwriters in their capacity as such) (A) have not, without the prior written consent of the Sole Overall Coordinator, prepared, made, used, authorized, approved or referred to any Supplemental Offering Material, and (B) will not, without the prior written consent of the Sole Overall Coordinator, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such written communication);
- 1.6 each of the Application Proofs and the PHIP is in compliance with and has included appropriate warning and disclaimer statements for publication as required in the guidance letters HKEX-GL56-13 and HKEX-GL57-13 published by the Stock Exchange (as amended and updated from time to time);
- 1.7 the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular (A) under the captions “Capitalization and Indebtedness”, “Share Capital” and “Appendix III—Summary of the Constitution of the Company and Cayman Islands Companies Laws”, insofar as they purport to constitute a summary of the terms of the Offer Shares, (B) under the captions “Plan of Distribution”, “Structure of the Global Offering” and “Underwriting”, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement, (C) under the captions “Regulatory Overview” and “Appendix III—Summary of the Constitution of the Company and Cayman Islands Companies Laws”, insofar as they purport to describe the provisions of Laws affecting or with respect to the business of the Company or any Subsidiary, (D) under the captions “Regulatory Overview” and “Appendix IV—Statutory and General Information”, insofar as they purport to describe the provisions of Laws and the documents referred to therein, (E) under the captions “Summary”, “History, Reorganization and Corporate Structure”, “Business”, “Contractual Arrangements” and “Financial Information”, insofar as they purport to describe the contracts, agreements and memoranda of understanding to which any member of the Group is a party, (F) under the captions “History, Reorganization and Corporate Structure” and “Appendix IV—Statutory and General Information” insofar as they purport to describe the events, transactions, documents of the history of the Group, the licenses, consents, permits, authorizations, approvals, certificates, clearances, qualifications, orders and other concessions of and from, and all registrations, declarations, notifications and filings, of or with any Authority having jurisdiction over the Company, any Subsidiary or any of their respective properties (the “**Governmental Authorizations**”), the independence of parties with whom the Group has entered transactions with as mentioned in those captions, documents and Governmental Authorizations related to such transactions, (G) under the captions “Summary”, “Risk Factors”, “Industry Overview”, “Regulatory Overview”, “Business”, “Contractual Arrangements” and “Financial Information” insofar as they purport to describe any PRC Authority’s policies and regulations, and effects and potential effects of these policies and regulations on the Company and the Subsidiaries, (H)

under the caption “Taxation” insofar as they purport to constitute summaries of United States federal income tax law and regulations or legal conclusions with respect thereto, and (I) relating to the Group’s business sustainability and impact of recent regulatory development on the Group contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the sections headed “Summary”, “Regulatory Overview” and “Business”, are true, complete and accurate in all material respects and not misleading;

- 1.8 all information supplied or disclosed in writing or orally (and any new or additional information serving to update or amend such information) by or on behalf of the Company, the Subsidiaries, the Covenantor or their respective directors, officers, employees or agents to the SEHK, the SFC, the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the International Underwriters, the CMIs, the Hong Kong Underwriters, the Reporting Accountants, the Internal Controls Consultant, the Legal Advisers and other professional advisers to the Company, the Sole Overall Coordinator, the CMIs, the Hong Kong Underwriters and the International Underwriters for the purposes of the Global Offering or the listing of the Shares on the SEHK (including the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof)) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, or otherwise notified to the SEHK and/or the SFC, as applicable, remains true, complete and accurate in all material respects and not misleading; there is no other material information which has not been provided the result of which would make the information so disclosed or made available misleading;
- 1.9 the disclosure in the section headed “Contractual Arrangements” of each of the Hong Kong Prospectus and the Preliminary Offering Circular are true, accurate and complete in all material aspects and not misleading and the Contractual Arrangements are in compliance in all material aspects with the requirements of paragraph 16A of the Listing Decision (HKEx-LD43-3) issued by the SEHK in the first quarter of 2005 and last updated in January 2022;
2. **Accounts and other financial information**
- 2.1 none of the Company and the Subsidiaries has sustained, since the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular (the “**Latest Audited Balance Sheet Date**”), any loss or interference with its business from fire, explosion, flood, windstorm, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, other than as set forth or contemplated in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except for any loss or interference that would not, individually or in the aggregate, have a material adverse effect or result in any development involving a prospective 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 Company and the Subsidiaries, taken as a whole (“**Material Adverse Effect**”); and since the Latest Audited Balance Sheet Date, there has not been (A) any material decrease in revenue from contracts with customers or gross profit of the Group or any material increase in loss before income tax or loss for the period of the Group for the respective periods from each such date to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding periods in the preceding year, or any material adverse change in share capital, total current assets or total current liabilities, consolidated total assets or total liabilities, material decrease in shareholders’ equity, or material increase in short-term debt or long-term debt of the Group compared with amounts shown in the Group’s latest audited

consolidated balance sheet included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or (B) any Material Adverse Change;

- 2.2 since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) entered into or assumed any contract, transaction or commitment, (B) incurred, assumed or acquired any liability (including actual or contingent liability, and any off-balance sheet obligations) or other obligation, (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and the Subsidiaries and Tax liens with respect to Taxes not yet due and statutory rights of customers in inventory and other assets, (D) acquired or disposed of or agreed to acquire or dispose of any business or asset, in each case of clauses (A) through (D) above, is material to the Company and the Subsidiaries, taken as a whole, or (E) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (D) above, except for such letter of intent or memorandum of understanding which would not result in a Material Adverse Effect;
- 2.3 since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) purchased or reduced or otherwise changed, or agreed to purchase, reduce, or otherwise change, any of its share capital (or, as the case may be, its registered capital), or declared, paid or otherwise made any dividend or distribution of any kind on its share capital (or, as the case may be, its registered capital), except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) acquired, sold, transferred or otherwise disposed of any assets that are material to the Group of whatsoever nature; or (C) 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, with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Effect; or (D) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (C) above;
- 2.4 since the Latest Audited Balance Sheet Date, each of the Company and the Subsidiaries (A) has carried on and will carry on business in the ordinary and usual course of business so as to maintain it as a going concern and in the same manner as previously carried on, (B) has continued to pay its creditors in the ordinary course of business and on arms-length terms, and (C) has not encountered any failure by its customers to settle amounts owed and due to it on a timely basis, except where such failure would not, individually or aggregately, result in a Material Adverse Effect;
- 2.5 (A) the consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Prospectus and the Preliminary Offering Circular present accurately and fairly the consolidated financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the Hong Kong Financial Reporting Standards ("HKFRS") issued by the Hong Kong Accounting Standards Board, and have been prepared in conformity with HKFRS and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular are derived from the accounting records of the Company and the Subsidiaries, and present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) are reasonable and are disclosed

therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto); (D) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries are required by any Listing Rules and/or any applicable Laws to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (E) none of the Company and the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations), not described in any of the Hong Kong Prospectus and the Preliminary Offering Circular; and (F) to the Company's best knowledge, there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular;

- 2.6 the memorandum of the Board on profit forecast for the year ending 31 December 2023 and on working capital forecast for the 19 months ending 31 December 2024 (the "**Profit Forecast Memorandum**") has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable, and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects, and not misleading, (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum;
- 2.7 (A) the prospective information (i) included in the Profit Forecast Memorandum, (ii) included in the planned capital expenditures and projected working capital as set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Summary – Summary of Historical Financial Information" and "Financial Information - Liquidity and Capital Resources", and (iii) included in sustainability analysis as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Business – Business Sustainability" (collectively, the "**Prospective Financial Information**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company's knowledge and the bases and assumptions stated in the Profit Forecast Memorandum, the Hong Kong Prospectus and the Preliminary Offering Circular, and in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the shareholders for the year ending 31 December 2023 and estimating the capital expenditures and the projected working capital of the Company for the 19 months ending 31 December 2024, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable forecast or estimate by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company for the year ending 31 December 2023 and fair and reasonable estimates by the Company of the estimated capital expenditures and the projected working capital of the Company for the 19 months ending 31 December 2024, as applicable;

- 2.8 the Reporting Accountants, who has reported on the financial information of the Company as set out in the accountant’s report in Appendix I to the Hong Kong Prospectus and the Preliminary Offering Circular (the “**Accountant’s Report**”), is an independent public accountant with respect to the Company under the Code of Ethics for Professional Accountants section 290 “Independence—Audit and Review Engagements” issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder;
- 2.9 the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants and no material information was withheld by the Group from the Reporting Accountants for the purposes of their preparation of (A) the Accountant’s Report, (B) the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering; and all information given to the Reporting Accountants by the Group for such purposes was given in good faith after due and careful consideration and there is no other material information which has not been provided the result of which would make the information so received misleading; and the factual contents of the reports or letters of the Reporting Accountants in connection with the Global Offering provided by the Group are and will remain true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports or letters misleading in any respect, and the opinions attributed to the Directors in such reports or letters are held in good faith based upon facts within their knowledge; none of the Company and the Directors disagree with the reports or letters in connection with the Global Offering prepared by the Reporting Accountants;
- 2.10 no information was withheld by the Group from the Reporting Accountants, the CMIs, the Hong Kong Underwriters, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Sole Sponsor for the purposes of their review of the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) of the Group included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or their review of the Company’s profit forecast and cash flow projections, estimated capital expenditures and financial reporting procedures;
- 2.11 the interim unaudited (but reviewed) consolidated balance sheet of the Group as of 30 June 2023 and the interim unaudited consolidated statements of income, cash flows and changes in shareholders’ equity of the Group for the six-month period ended 30 June 2023 (A) have been reviewed by the Reporting Accountants, (B) have been prepared in conformity with HKFRS applied on a consistent basis throughout the interim periods involved, (C) have been compiled on a basis consistent with the audited consolidated financial statements of the Group included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (D) present fairly and reflect in conformity with the accounting policies of the Company and HKFRS all the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the interim periods involved, (E) reflect normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Group for the interim periods involved, (F) contain no material inaccuracies or discrepancies of any kind, and (G) present fairly the consolidated financial position of the Group as of the interim date indicated and the consolidated results of operations, cash flows and changes in shareholders’ equity of the Group for the interim periods involved;
- 2.12 the interim unaudited consolidated balance sheet of the Company and the Subsidiaries as of 31 July 2023 and the interim unaudited consolidated statements of income of the Group for the seven months periods ended 31 July 2023 (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and HKFRS, all the transactions entered into by the Company or any of the Subsidiaries or to which the

Company or any of the Subsidiaries was a party during the period from 1 January 2023 to 31 July 2023, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Subsidiaries as of 31 July 2023 and the consolidated results of operations of the Company and the Subsidiaries for the period from 1 January 2023 to 31 July 2023;

- 2.13 (A) all statistical, market-related and operational data and information disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular as having come from the Company has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the information is true, complete and accurate in all material respects and not misleading and presents fairly the information shown therein; (B) the section entitled “Financial Information” in each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately describes in all material respects the Company’s exposure to changes in liquidity and foreign exchange rates as of the dates indicated therein; (C) all statistical and market-related data and information included in each of the Hong Kong Prospectus and the Preliminary Offering Circular as having come from a source other than the Company are based on or derived from sources described therein, which the Company reasonably believes to be reliable and accurate and represent the Company’s good faith estimates that are made on the basis of data derived from such sources, and such data accurately and fairly reflect in all material respects the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required;
- 2.14 the Group has established and maintains procedures which provide a reasonable basis for the Directors to make proper assessments as to the financial position and prospects of the Group, and the Group has established and maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with HKFRS or applicable accounting requirements, and maintain accountability for assets, (C) access to assets is permitted only in accordance with management’s general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences, (E) the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company’s consolidated financial statements and notes thereto in accordance with HKFRS or applicable accounting requirements and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects 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; and (G) the Company’s current management information and accounting control system has been in operation for at least one year during which none of the Company and the Subsidiaries has experienced any difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses, except which would not, individually or in the aggregate, result in a Material Adverse Effect; (H) the Company’s internal controls over financial reporting is effective and the Company is not aware of (i) any material weaknesses or deficiencies in the Group’s internal controls over accounting and financial reporting or (ii) change in the Group’s internal controls over accounting and financial reporting or other factors that have materially adversely affected, or could be reasonably expected to materially and adversely affect, the Group’s internal controls over accounting and financial reporting;

3. **The Company and the Group**

- 3.1 each and every (i) Subsidiary and (ii) entity that the Company or any Subsidiary has agreed to acquire pursuant to a contractual obligation existing as of the date hereof has been disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, and the Company has no other associated companies or jointly controlled entities other than those as set forth in the Hong Kong Prospectus and the Preliminary Offering Circular;
- 3.2 none of the Company or the Subsidiaries has conducted, is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset or has incurred or proposed to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular;
- 3.3 each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, registration or organization, with legal right, power and authority (corporate and other) to own, use, lease and operate, as the case may be, its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and has been duly qualified to transact business under the Laws of each jurisdiction where such qualification is required, except where the lack of such qualification would not, individually or in the aggregate, result in a Material Adverse Effect; the articles of association, the business license and other constituent documents of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, as the case may be, and are in full force and effect; each of the Company and the Subsidiaries is capable of suing and being sued in its own name; each of the Subsidiaries that have been established in the PRC has timely received all requisite certifications from each applicable PRC Authority, except where the lack of such certifications would not, individually or in the aggregate, result in a Material Adverse Effect;
- 3.4 the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules) where applicable;
- 3.5 none of the Company, the Subsidiaries and the Covenantor, and any person acting on behalf of any of them, has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or, to the best of the Warrantors' knowledge threatened or judgment been rendered to declare (A) to wind up, liquidate, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiary, or (B) to withdraw, revoke or cancel any Approvals and Filings required under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any of the Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, in order to conduct business or operation of the Company or any Subsidiary, except in the case of (B), for matters which would not, individually or in aggregate, result in a Material Adverse Effect;
- 3.6 (A) each of the Company and the Subsidiaries has valid title, land use rights and building ownership rights (as applicable) to all real properties and assets that it purports to own, if any, in each case free and clear of all Encumbrances and defects, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (B) each of the Company and the Subsidiaries has valid title to all personal assets and revenue generating assets it purports to own, in each case free and clear of all Encumbrances and defects, except such as would not, individually or in the aggregate, result in a Material Adverse Effect; (C) each real

property, building and unit held under lease by the Company or any Subsidiary is held by it under a legal and enforceable agreement and such lease is in full force and effect; (D) each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (E) no material default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; neither the Company nor the Subsidiaries is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or (b) which may affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or asset by the Company and/or the Subsidiaries, except for such Encumbrances, conditions, planning consents, orders, regulations or other restrictions which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect; (G) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws, and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect or otherwise as disclosed in each of the Hong Kong Prospectus and Preliminary Offering Circular; (H) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and no other real properties and personal properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular;

- 3.7 the Company has the authorized and issued capital as set forth under the captions “Capitalization and Indebtedness” and “Share Capital” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorized, registered and validly issued, (B) are fully paid and non-assessable, (C) were not issued in violation of any pre-emptive, resale rights, rights of first refusal or similar rights, (D) conform to the description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (E) have been issued in compliance with all applicable Laws and (F) are owned by existing shareholders identified and in the amounts specified; except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no holder of outstanding shares of the Company is and will be entitled to any pre-emptive, resale rights, rights of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and except pursuant to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreement;
- 3.8 each member of the Group is a legal person with limited liability or a limited partnership, and the liability of the Company in respect of equity interests (if any) directly or indirectly held by it in such Subsidiary is limited to its investment therein; all the issued shares of,

capital stock of or ownership interests in each member of the Group legally and/or beneficially owned by the Company, directly or indirectly, as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular have been duly authorized, registered and validly issued and are duly paid in accordance with applicable Laws and their respective articles of association or other organizational or constitutional documents, and non-assessable, and are owned by the Company either directly or indirectly, free and clear of all Encumbrances, except for such Encumbrances which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect; none of the issued shares of, capital stock of or ownership interests in any Subsidiary was issued, or subscribed to, in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary; and except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there are no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock of, or direct interest in the Company or any Subsidiary;

3.9 the registered capital (in the form of shares or otherwise) of the Subsidiaries that have been established in the PRC has been duly and validly established, all of such registered capital has been validly issued and duly paid up to the extent required; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any preemptive right, resale right, right of first refusal or similar right;

3.10 the Contractual Arrangements are in full force and effect and, to the best of the Company's knowledge, have been continuously and strictly implemented and performed by the parties thereto in all material respects and none of the parties thereto is in material breach or default in the performance of any of the terms or provisions of the Contractual Arrangements. To the best of the Company's knowledge, none of the parties to the Contractual Arrangements has sent or received any communication or otherwise made any indication regarding termination of, or intention to terminate or not to renew, the Contractual Arrangements, and no such termination or non-renewal has been threatened or is being contemplated by any of the parties thereto; all Governmental Authorizations required under any applicable Law, or otherwise required to be obtained from or with any persons, in connection with in respect of the Contractual Arrangements have been obtained or made and are in full force and effect and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified;

4. The Offer Shares

4.1 the Offer Shares to be issued and sold by the Company have been duly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be validly issued and fully paid and non-assessable, free and clear of all Encumbrances;

4.2 when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, the Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Offer Shares are freely transferable by the Company to or for the account of the Hong Kong Underwriters and/or the International Underwriters and/or purchasers procured by the International Underwriters on behalf of the Company; except as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there are no restrictions on the holding, voting or subsequent transfers of the Offer Shares under the applicable Laws or the Articles of Association or other constituent or constitutive documents of the Company and/or any agreement or other instrument to which the Company is a party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations solely by

reason of being such a holder; the certificates for the Offer Shares, when issued, will be in proper form to be legal and valid under all applicable Laws;

5. This Agreement and Operative Documents

5.1 each of this Agreement, the International Underwriting Agreement and the Operative Documents has been or will be duly and validly authorized, executed, and delivered by the Company and, when validly authorized, executed and delivered by the other parties thereto, constitutes or will constitute a valid and legally binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;

5.2 the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfillment of the terms hereof or thereof, do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses, as applicable, of the Company or any Subsidiary, (C) violate any applicable Laws or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary, except where the breach, violation, default or right in the case of clauses (A), (C) and (D) would not, individually or in the aggregate, result in a Material Adverse Effect;

6. No conflict, compliance and approvals

6.1 approval in principle has been obtained for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK from the Listing Committee of the SEHK and such approval has not been revoked;

6.2 except for the requisite registration with the Registrar of the Companies in Hong Kong and the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Governmental Authorizations required under any applicable Law, or otherwise required to be obtained from or with any persons, in connection with (A) the Global Offering, (B) the issuance and sale of the Offer Shares, and (C) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which the Company and/or the Covenantor is a party have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified;

6.3 none of the Company and the Subsidiaries is (A) in violation of its articles of association or other constituent documents or its business licenses, (B) in default in the performance or observance of (nor has any event occurred which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or

repayment of all or part of such indebtedness under) any material obligation, agreement, covenant or condition contained in any license, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any Subsidiary is a party by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is bound or (C) in violation or contravention of any Law and has received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws, except where such breach, violation or default in each case of clause (B) and (C) would not, individually or in the aggregate, result in a Material Adverse Effect;

- 6.4 the Company and the Subsidiaries and their respective properties, assets, facilities and operations are in compliance with, and each of the Company and the Subsidiaries holds all Governmental Authorizations required under Environmental Laws (as defined below), except to the extent that such non-compliance would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary under, or to materially interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation, (B) has received any notice or claim, (C) is a party to or affected by any pending or, to the best of the Company's knowledge, threatened action, suit or proceeding, (D) is bound by any judgment, decree or order or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or cleanup at any location of any Hazardous Materials (as defined below), with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law;
- 6.5 except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) is in compliance with any and all applicable Laws relating to the operation of their respective business described or referred to in the Hong Kong Prospectus and the Preliminary Offering Circular under the caption "Regulatory Overview" ("**Applicable Laws**"), except to the extent that failure to comply with such Applicable Laws would not, individually or in the aggregate, result in a Material Adverse Effect, (B) has received and is in compliance with all permits, licenses, certificates or other approvals required of them under Applicable Laws to conduct their respective businesses, except to the extent that failure to so receive and maintain such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Effect; and (C) have not received any notices or forms, notice of adverse finding, warning letter, untitled letter or other correspondence from the any Authority alleging or asserting non-compliance with (i) any Applicable Laws or (ii) any licenses, exemptions, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws, except where such non-compliance would not, individually or in the aggregate, result in a Material Adverse Effect;
- 6.6 except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Subsidiaries has carried on and is carrying on its business and operations in accordance with Applicable Laws, and has all required Governmental Authorizations, (A) to own, lease, license and use its property and assets and conduct its businesses as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except to the extent that failure to so comply with such Applicable Laws or so

obtain the Governmental Authorisations would not, individually or in the aggregate, result in a Material Adverse Effect and (B) to use the proceeds from the Global Offering for the purposes as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular; and such Governmental Authorizations contain no material burdensome restrictions or conditions; none of the Company and the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations, except where such modification, suspension or revocation would not, individually or in the aggregate, result in a Material Adverse Effect; all such Governmental Authorizations are valid and in full force and effect, except where such ineffectiveness would not, individually or in the aggregate, result in a Material Adverse Effect; and each of the Company or the Subsidiaries is in compliance with the provisions of all such Governmental Authorizations, except to the extent that failure to so comply would not, individually or in the aggregate, result in a Material Adverse Effect;

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

6.8 none of the Company, the Subsidiaries and the Covenantor is a party to any agreement or arrangement or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in Hong Kong, the Cayman Islands, the PRC and any other jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made);

7. **Compliance with bribery, money laundering and sanctions Laws**

7.1 (A) none of the Company, the Subsidiaries, the Covenantor, their respective directors, officers, or, to the best of the Warrantors' knowledge, representatives, Affiliates, agents and employees or any other person associated with or acting on behalf of the Company, any of the Subsidiaries or the Covenantor (collectively, the "**Group Relevant Persons**") is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (i) is located, organized or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including Cuba, Iran, North Korea, the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine and Syria), (ii) undertakes any transactions, or has any connections, with any country, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or performing contracts in support of projects in or for the benefit of those countries, (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will not, directly or indirectly, knowingly use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing or facilitating, any activities or business of or with any person or entity, or of, with or in Cuba, Iran, North Korea, the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine and Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions

Laws and Regulations; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) the Company further covenants not to engage, and to procure the Subsidiaries not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (F) for the past five years, none of the Group Relevant Persons have knowingly engaged in, are now knowingly engaged in, or will knowingly engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by the U.S. government, including, without limitation, the U.S. Department of the Treasury (including the designation as a “specially designated national or blocked person” thereunder), the U.S. Department of Commerce and the U.S. Department of State, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading with the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, the Cayman Islands Monetary Authority, the BVI Financial Services Commission or other relevant sanctions authorities or other relevant sanctions Authority;

- 7.2 Except as otherwise disclosed in the public domain, none of the Company, the Subsidiaries, the Covenantor, their respective directors, officers, or, to the best of the Warrantors’ knowledge, representatives, Affiliates, agents and employees or other person associated with or acting on behalf of the Company, any of the Subsidiaries or the Covenantor has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office (each a “**Government Official**”); (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and the Subsidiaries have instituted, and maintain and enforce, policies and

procedures reasonably designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws;

- 7.3 the operations of the Company and the Subsidiaries and the conduct of the Covenantor are, and have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including, as applicable, those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any applicable Laws relating to money laundering in all jurisdictions where any of them conducts business, including any applicable anti-money laundering laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), the Group has instituted and maintains policies and procedures which are reasonably designed to ensure continued compliance with the Anti-Money Laundering Laws, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company, any of the Subsidiaries, the Covenantor or the businesses of the Company or such Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best of the Warrantors’ knowledge, threatened;

8. **Provision of information to research analysts**

- 8.1 none of the Company, any other members of the Group, the Covenantor, and/or any of their respective directors, officers, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

9. **Material Contracts and connected transactions**

- 9.1 all contracts entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular or filed therewith with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed or to be filed, in their entirety, without omission or redaction; no such Material Contracts will, without the written consent of the Sole Sponsor and the Sole Overall Coordinator, be entered into, nor will the terms of any Material Contracts be changed prior to or on the Listing Date; and with respect to any Material Contract, none of the Company, the Subsidiaries and any other party to such Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the best of the Company’s knowledge, any other party to such Material Contract;
- 9.2 each of the agreements listed as being material contracts in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix IV - Statutory and General Information - B. Further Information about Our Business - 1. Summary of Material Contracts” has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms;
- 9.3 none of the Company and the Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than 12 months after the date it was entered into or undertaken or is incapable of termination by either the Company or any Subsidiary (as relevant) on 12 months’ notice or less);

- 9.4 none of the Company or the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any material respects from carrying on business in any jurisdiction;
- 9.5 there are no relationships or transactions not in the ordinary course of business between the Company or any Subsidiary, on one hand, and their respective customers or suppliers, on the other hand, which have resulted in, or could reasonably be expected to result in, any Material Adverse Effect;
- 9.6 the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular under the captions “Summary—Use of Proceeds” and “Future Plans and Use of Proceeds”, insofar as they purport to describe the Company’s planned application of the proceeds from the International Offering and the Hong Kong Public Offering, set out the true and current plan and intention of the Directors; the application of the net proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus and the Preliminary Offering Circular, will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any Subsidiary pursuant to any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses, as applicable, of the Company or any Subsidiary, (C) violate any statute, law, rule, regulation, judgment, order or decree of any Authority having jurisdiction over the Company or any Subsidiary or any of their property or assets or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary, except in each case of clauses (A) and (D) where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect;
- 9.7 in respect of the connected transactions (as defined in the Listing Rules) of the Company expected to continue after the Listing and disclosed in the section headed “Connected Transactions” in the Hong Kong Prospectus and the Preliminary Offering Circular, (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate in all material respects, and there are no other material facts or matters the omission of which would make any such statements misleading, and there are no other Connected Transactions required to be disclosed pursuant to the Listing Rules which have not been disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular; (B) the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company and each member of the Group has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect, and shall inform the Sole Sponsor promptly should there be any breach of any such terms before or after the listing of the Shares on the Stock Exchange; (D) each of the Connected Transactions and related agreements and

undertakings as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; (E) each of the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular was and will be carried out by the Company and the Subsidiaries in compliance with all applicable Laws;

- 9.8 except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts with current directors or officers of the Company or of any of its Subsidiaries) is or will be outstanding between the Company or the Subsidiaries, on the one hand, and any current or former director or officer of the Company or the relevant Subsidiaries or any associates (as defined in the Listing Rules) of any of the foregoing persons, on the other hand;
- 9.9 neither the Company nor any Subsidiary is engaged in any transactions with its current or former directors, officers, management, shareholders or other Affiliates on terms that are not available from other parties on an arm's-length basis;

10. **Taxation, dividends**

- 10.1 except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares in Hong Kong dollars to the shareholders of the Company may, under the Laws of the Cayman Islands, be payable in foreign currency and freely paid and transferred out of the Cayman Islands without the necessity of obtaining or making any Approvals and Filings of or with any Authority;
- 10.2 except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of the Cayman Islands, Hong Kong, the PRC, the United States or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorization in any of such jurisdictions;
- 10.3 except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable in the Cayman Islands, Hong Kong, the PRC, the United States or any other jurisdiction or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares, (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement, the International Underwriting Agreement and the Operative Documents, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the sale and delivery of the Hong Kong Offer Shares to or for for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Public Offering Documents, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited;
- 10.4 all local and national PRC governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority, except where such violation would not, individually or in the aggregate, result in a Material Adverse Effect;

- 10.5 all returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been duly and timely filed, except as would not, individually or in the aggregate, result in a Material Adverse Effect; and all such returns, reports and filings are true, complete and accurate in all material respects and are not the subject of any material dispute with the relevant Tax or other appropriate Authorities; all information supplied or disclosed in writing or orally by or on behalf of the Company, the Subsidiaries or their respective directors, officers or employees to the tax Authorities is true, complete and accurate in all material respects; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with HKFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Prospectus and the Preliminary Offering Circular included appropriate and adequate provisions required under HKFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might be reasonably expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any material audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with HKFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto);
- 10.6 no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company, except where such inability to pay dividends, make distributions, repay loans or advances, or transfer properties or assets would not, individually or in the aggregate, result in a Material Adverse Effect;
11. **Experts**
- 11.1 (A) no material information was withheld from the Industry Consultant, the Internal Controls Consultant, the Company's Cayman Counsel, the Company's PRC Counsel and any other consultants and/or counsels for the Company for the purposes of their preparation of their respective reports, opinions, letters or certificates in connection with the Global Offering (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) (the "**Relevant Reports**"); (B) all information given to each of the foregoing consultants and/or counsels for such purposes was given in good faith and there is no other material information which has not been provided, the result of which would make the information and documents so received, in the light of the circumstances under which they were provided, misleading; (C) the factual contents of the Relevant Reports are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended updated or replaced information is complete, true and accurate in all material respects); (D) no facts have come to the attention of the Company or any of its directors or officers that have caused them to believe that the Relevant Reports, as of their respective dates, contained or contains any untrue statement of a material fact or, when considered together, omitted or omits to state a material fact in order to make the statements therein, in the light of the circumstances under which they were made,

not misleading; and (E) none of the Company and the Directors disagrees with any aspects of the Relevant Reports, and the opinions attributed to the Directors in each such Relevant Reports are held in good faith based upon facts within their knowledge;

- 11.2 to the best of the Company's knowledge, each of the experts stated in the section headed "Appendix IV – Statutory and General Information – E. Other Information – 4. Consents of experts" in each of the Hong Kong Prospectus and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest;

12. **Market conduct**

- 12.1 save for the appointment of the Stabilizing Manager of the Global Offering as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Warrantors, the Subsidiaries, any of their respective directors, officers, or to the best of the Warrantors' knowledge, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Sole Overall Coordinator has notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares;

- 12.2 save for the appointment of the Stabilizing Manager of the Global Offering as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Warrantors, , the Subsidiaries, any of their respective directors, officers, or to the best of the Warrantors' knowledge, agents or employees (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the option to purchase Option Shares or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with this Agreement, the International Underwriting Agreement, the Listing Rules, the Securities and Futures Ordinance or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection;

13. **No proceedings or investigations**

- 13.1 there are (A) no legal, arbitral or governmental actions, suits proceedings, investigations or inquires pending or, to the best of the Company's knowledge, threatened or contemplated by or before any Authority, to which the Company or any Subsidiary, or any of their respective directors or officers, is or may be a party or to which any of the property, assets or products of the Company or any Subsidiary, or any of their respective directors or officers, is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business of the Group and there are no circumstances likely to give rise to any such actions, suits, proceedings, investigations or inquiries; (B) no Law that has been enacted, adopted or issued or, to the best of the Warrantors' knowledge, that has been proposed by any Authority and (C) no judgment, decree or order of any Authority, which, in any of clause (A), (B) or

(C), would, individually or in the aggregate, have a Material Adverse Effect or materially and adversely affect the power or ability of the Company and/or the Covenantor to perform its obligations under this Agreement, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement, or otherwise materially and adversely affect the Global Offering, or which are required to be described in the Hong Kong Prospectus and the Preliminary Offering Circular and are not so described;

13.2 none of the China National Development and Reform Commission, the China State Administration for Industry and Commerce, the Ministry of Commerce of the PRC, the National Health Commission of China, the National Medical Products Administration, the Ministry of Industry and Information Technology of the PRC, the Cyberspace Administration of China (the “CAC”), Beijing Municipal Medical Products Administration, Beijing Communication Administration and any other Authority having jurisdiction over the Company or any Subsidiary, or any of their respective property or assets has, in its review and examination of the Company or any Subsidiary (if any), raised or identified any issues regarding the general affairs, management, business, prospects, products, assets, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any Subsidiary, except where such issues would not, individually or in the aggregate, have a Material Adverse Effect or otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular;

14. **United States aspects**

14.1 when the International Offer Shares are issued and delivered pursuant to the International Underwriting Agreement, the International Offer Shares will not be of the same class (within the meaning of Rule 144A) as securities which are listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”) or quoted in a U.S. automated inter-dealer quotation system;

14.2 the Company is a “foreign private issuer” as such term is defined in Rule 405 under the Securities Act;

14.3 there is no “substantial U.S. market interest”, as such term is defined in Regulation S under the Securities Act, in the Offer Shares or securities of the Company of the same class as the Offer Shares;

14.4 none of the Company, its Affiliates and any person acting on its or their behalf (other than the Underwriters, or any of their respective Affiliates or any person acting on their behalf, as to whom the Company makes no representation, warranty or undertaking) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902(c) under the Securities Act;

14.5 other than as contemplated under the Global Offering and in the Cornerstone Investment Agreements and except as otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular under the sections headed “History, Reorganization and Corporate Structure” and “Cornerstone Investors”, within the preceding six months, neither the Company nor its Affiliates nor any other person acting on its or their behalf has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares; and the Company will take all reasonable precautions designed to ensure that any offer or sale by the Company, direct or indirect, in the United States of any Shares or any substantially similar securities issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the

Sole Overall Coordinator), is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the Offer Shares in the United States contemplated by the International Underwriting Agreement as transactions exempt from the registration requirements of the Securities Act;

- 14.6 neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements and the Operative Documents;
- 14.7 the Company is not, and immediately after giving effect to the offering and sale of the Offer Shares and the application of the proceeds thereof as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, will not be, required to register as an “investment company” under the U.S. Investment Company Act of 1940, as amended;
- 14.8 the Company was not a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as amended, for its most recent taxable year, and the Company does not expect to become a PFIC for the current taxable year or in the foreseeable future;
- 14.9 at any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder or not in compliance with the information furnishing requirements of Rule 12g3-2(b) thereunder, the Company will, for the benefit of holders from time to time of the Shares, furnish at its expense, upon request, to holders of Shares and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A.
- 14.10 prior to the expiration of one year after the Listing Date, the Company will not, and will not permit any of its “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell any of the Offer Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them other than in transactions exempt from the registration requirements of the Securities Act in reliance on Regulation S.

15. **Internal controls**

- 15.1 the Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix 14 to the Listing Rules; the Company has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Group is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Code on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and any other applicable Laws, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “disclosure and corporate governance controls and procedures” means controls and other procedures that are designed to ensure that information required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws);
- 15.2 any material issues identified and as disclosed in any internal controls report prepared by the Internal Controls Consultant in connection with the Global Offering have been rectified or improved or are being 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, each of the Subsidiaries, and the Board with all applicable Laws, and no such issues have adversely affected, or could reasonably be expected to adversely affect, such controls and procedures or such ability to comply with all applicable Laws;

16. **Intellectual Property Rights**

- 16.1 (A) each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all patents, patent applications, patent rights, inventions, copyrights, trademarks, service marks, trade names, domain names, network real names, Internet keywords, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), information, proprietary rights and processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary or material in connection with the business described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being currently operated or proposed to be operated by them; (B) each agreement pursuant to which the Company and/or the Subsidiaries have obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms; the Company and/or the Subsidiaries have complied with the terms of each such agreement which is in full force and effect, except where failure to so comply with such terms would not, individually or in the aggregate, result in a Material Adverse Effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and, to the best of the Company’s knowledge, no notice has been given by or to any party to terminate any such agreement, except which would not, individually or in the aggregate, result in a Material Adverse Effect; (C) to the best of the Company’s knowledge, there is no claim to the contrary or any challenge by any other person to the rights of the Company and/or the Subsidiaries with respect to the Intellectual Property that would, individually or in the aggregate, result in a Material Adverse Effect; (D) none of the Company and the Subsidiaries is aware of any matters which may lead to a Material Adverse Effect on the Group’s Intellectual Property, or has received any notice or claim of infringement of or conflict with asserted rights of others with respect to any of the foregoing, except where such infringement or conflict would not, individually or in the aggregate, result in a Material Adverse Effect; and (E) in conducting its business activities, none of the Company and the Subsidiaries has infringed any Intellectual Property rights already registered by a third party in the Cayman Islands, Hong Kong, the PRC or any other applicable jurisdiction, and there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority having jurisdiction over intellectual property matters, except where such infringement or unpatentability would not, individually or in the aggregate, result in a Material Adverse Effect;
- 16.2 neither the Company nor any of the Subsidiaries is aware of any infringement or unauthorized use by third parties on any Intellectual Property which could reasonably, individually or in the aggregate, result in a Material Adverse Effect;
- 16.3 (A) to the best of the Company’s knowledge, none of the Company nor any of the other members of the Group nor any discoveries, inventions, product candidates, products or processes of the Company and other members of the Group described in each of the Hong Kong Prospectus and the Preliminary Offering Circular has infringed or is infringing the intellectual property of a third party including any discovery, invention, product or process that is the subject of a patent application filed by any third party, and none of the Company

nor any of the other members of the Group has received notice of a claim by a third party to the contrary, except where such infringement or receipt of notice would not, individually or in the aggregate, result in a Material Adverse Effect; and (B) there is no pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others;

17. **Information technology**

- 17.1 (A) the computer systems, communications systems, software and hardware (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to the operation of the business of the Company and the Subsidiaries as currently conducted or as proposed to be conducted; (B) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used by the Company or the Subsidiaries; (C) each agreement pursuant to which each of the Company and/or the Subsidiaries has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, each of the Company and/or the Subsidiaries, as the case may be, has complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and/or the Subsidiaries are maintained and operated by the Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company, except where such lack of exclusive ownership or control would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (E) in the event that the persons providing maintenance or support services for the Company and/or the Subsidiaries with respect to the Information Technology cease or are unable to do so, each of the Company and the Subsidiaries has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and/or the Subsidiaries; (G) the Group has in place procedures reasonably designed to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; and (H) the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group;
- 17.2 (A) each of the Company and the Subsidiaries has complied in all material respects with all applicable data protection Laws, guidelines and industry standards; (B) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor the Subsidiaries has received any notice, letter, complaint or allegation from the relevant data protection Authority alleging any breach or non-compliance by it of the applicable data protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction, except where any such breach or non-compliance or prohibition in each case of (A) or (B) would not, or could not reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect; (C) neither the Company nor the Subsidiaries

has received any claim for compensation from any person in respect of its business under the applicable data protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company and/or the Subsidiaries in respect of the rectification or erasure of data; and (D) no warrant has been issued authorizing the data protection by any Authority (or any of its officers, employees or agents) to enter any of the premises of the Company, nor any of the Subsidiaries, for the purposes of, inter alia, searching them or seizing any documents or other materials found there, except where any such claim, order or warrant in each case of (C) or (D) would not, or could not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect;

- 17.3 (A) the Company's and the Subsidiaries' Information Technology and network security are, in all material respects, adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; (B) the Group has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their network security and confidential information and the integrity, continuous operation, redundancy and security of all data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**") used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to the same, except for those that have been remedied without material cost or liability or the duty to notify any other person; (C) the Group has complied with all applicable Laws, guidelines, internal policies, contractual obligations and industry standards relating to network security and the privacy and security of Personal Data and to the protection of such Personal Data from unauthorized use, access, misappropriation or modification, except as would not, individually or in the aggregate, result in a Material Adverse Effect; (D) neither the Company nor the Subsidiaries has been designated as a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC; (E) neither the Company nor the Subsidiaries is subject to a cybersecurity review by the CAC; (F) neither the Company nor the Subsidiaries is aware of or has received any notice, letter, complaint or allegation from the relevant Authority alleging any breach or non-compliance by it of the applicable network security or data protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction, where any such breach or non-compliance or prohibition would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect; (G) neither the Company nor the Subsidiaries is aware of or has received any claim for compensation from any person in respect of its business under the applicable network security or data protection Laws in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company and/or the Subsidiaries in respect of the rectification or erasure of data, where any such claim or order would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect; and (H) the Company is not aware of any pending or threatened cybersecurity review by the CAC on the Company or the Subsidiaries;

18. **Compliance with employment and labor Laws**

- 18.1 except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and in the ordinary course of business, (A) neither the Company nor any Subsidiary is making or has made any contribution to, or participates or has participated in, or has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees or to any other person; (B) all housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual

or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees, except failure of which would not, individually or in the aggregate, result in a Material Adverse Effect; (C) where the Company or any of its Subsidiaries participates in, or has participated in, or is liable to contribute to any such schemes, neither the Company nor the Subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (D) there are no material amounts owing or promised to any present or former directors or employees or consultants of the Company and/or the Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; (E) no current directors or senior management or key employees of the Company and/or the Subsidiaries have given or been given notice terminating their contracts of employment; (F) none of the Company and the Subsidiaries has any financial obligation to the PRC government or any social security fund or other fund maintained by the PRC government in connection with the Global Offering, nor any undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (G) no liability has been incurred by the Company and/or the Subsidiaries 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 director, employee or consultant of the Company and/or the Subsidiaries, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (H) all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company and/or the Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on notice without compensation (except for statutory compensation) and there are no claims pending or, to the best of the Company's knowledge, threatened or capable of arising against the Company and/or the Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; each of the Company and/or the Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy;

18.2 no labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, or to the best of the Company's knowledge, is imminent or is threatened, except where as such would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

19. **Insurance**

- 19.1 each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all material policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance in all material respects with the terms of such policies and instruments (including without limitation the due payment in full of all premiums due in respect of such policies and instruments, and the full observance and performance by the Company and the Subsidiaries of all conditions for the validity and effectiveness of such policies and instruments); there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary or appropriate to continue its business as currently conducted or as proposed to be conducted on commercially reasonable terms;
20. **Immunity, Choice of law and disputes resolutions**
- 20.1 under the Laws of the Cayman Islands, the PRC and Hong Kong, none of the Company, the Subsidiaries, the Covenantor, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of judgment, arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 19.6 hereof and in the International Underwriting Agreement not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is valid and binding under the Laws of the Cayman Islands, Hong Kong, the PRC and the United States;
- 20.2 the choice of law provisions set forth in this Agreement do not contravene the Laws of the Cayman Islands, Hong Kong and the PRC, and will be recognized by the courts of the Cayman Islands, Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of the Cayman Islands, Hong Kong and the PRC; the agreement of the Company to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the irrevocable submission by the Company to the jurisdiction of any Hong Kong court (a “**Hong Kong Court**”), the agreement that each party to this Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Company under this Agreement to arbitration, the waiver of sovereign immunity and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the Cayman Islands, Hong Kong and the PRC and will be respected by the courts of the Cayman Islands, Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the Cayman Islands, Hong Kong and the PRC is concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced in the courts of the Cayman Islands, Hong Kong and the PRC subject to the

uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular;

21. Listing Rules and Hong Kong law compliance

- 21.1 the Directors individually and collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board under the Listing Rules and other legal or regulatory requirements relevant to their roles. The departed director of the Company has no dispute with the Group and none of the change of this director and the company secretary has any adverse impact on the business operations and financial position of the Group;
- 21.2 none of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary, none of the Directors, either alone or in conjunction with or on behalf of any other person, is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary;
- 21.3 all the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance and the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, in each case upon completion of the Global Offering, are fully and accurately disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular; and save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person owns or otherwise has any interest in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance;
- 21.4 save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular or for such transactions as may be entered into by the Company pursuant to any of the agreements relating to the Global Offering, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between the Company and any company or undertaking which is owned or controlled by the Company (whether by way of shareholding or otherwise);
- 21.5 each of the Pre-IPO Investments (as defined in the Hong Kong Prospectus) are in compliance with the applicable Guidance Letters issued by the Stock Exchange;
- 21.6 each of the documents or agreements executed by the Company, any of the Subsidiaries and/or the Covenantor (where applicable) in connection with the events and transactions set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, "History, Reorganization and Corporate Structure" and "Appendix IV—Statutory and General Information" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, and other than the foregoing documents or agreements, and there are no other documents or agreements, written or oral, relating to the Company, the Subsidiaries and/or the Covenantor (where

applicable) in connection with the events and transactions set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed “History, Reorganization and Corporate Structure” which have not been previously provided, or made available, to the Sole Sponsor and the Sole Overall Coordinator;

- 21.7 the descriptions of the events, transactions, and performance of the documents or agreements executed by the Company as set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, “History, Reorganization and Corporate Structure” and “Appendix IV—Statutory and General Information”, including without limitation to those relating to the Pre-IPO Investments (as defined in each of Hong Kong Prospectus and the Preliminary Offering Circular), do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or render the Company liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the Accountant’s Report or otherwise described in the Hong Kong Prospectus and the Preliminary Offering Circular, or result in the creation or imposition of any Encumbrance or other restriction on any property or assets of the Company or any Subsidiary that contravenes (A) the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any Subsidiary or the Covenantor, or (B) any indenture, mortgage, charge, deed of trust, loan or credit agreement, trust financing agreement or arrangement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any Subsidiary or any of their respective properties or assets, including the Listing Rules, or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries, except in the cases of (B), (C) and (D), where such contravention would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;
- 21.8 all necessary Governmental Authorizations required in connection with events, transactions and documents set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, “History, Reorganization and Corporate Structure” and “Appendix IV—Statutory and General Information” have been obtained or made; all such Governmental Authorizations are valid and in full force and effect and not in violation with any applicable Law, and the Company is not aware of any reason to believe that any Authority in Hong Kong, the PRC, the Cayman Islands or elsewhere is considering revoking such Governmental Authorizations, suspending or modifying such;
- 21.9 there are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company’s knowledge, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity and compliance with Laws of the events, transactions, documents and Governmental Authorizations as set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, “History, Reorganization and Corporate Structure” and “Appendix IV—Statutory and General Information”;
- 21.10 The PHIP does not constitute a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, nor is it an invitation to the public to make offers to subscribe for or purchase any securities, nor is it calculated to invite offers by the public to subscribe for or purchase any securities. The PHIP is not an

inducement to subscribe for or to purchase any securities, and no such inducement was intended or made by the Company in publishing the PHIP;

22. **No other arrangements relating to sale of Offer Shares**

22.1 there are no contracts, agreements or understandings between the Company or any Subsidiary or the Covenantor and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares;

23. **Critical accounting policies and indebtedness**

23.1 the section entitled "Financial Information—Critical Accounting Policies and Estimates" in each of the Hong Kong Prospectus and the Preliminary Offering Circular in all material respects accurately and fairly describes (A) accounting policies which the Company believes are the most important in the portrayal of the Group's financial condition and results of operations (the "**Critical Accounting Policies**"), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions;

23.2 the Board has reviewed and agreed with, the selection, application and disclosure of the Critical Accounting Policies in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and the management of the Group has consulted with the Reporting Accountants with regards to such selection, application and disclosure;

23.3 the sections entitled "Financial Information—Liquidity and Capital Resources" and "Financial Information—Indebtedness" in each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately and fairly describe: (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity of the Group and are likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all material off-balance sheet transactions, arrangements, and obligations; and none of the Company and the Subsidiaries has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities that are likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources;

23.4 the amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on borrowing contained in their respective articles of association or other constituent documents or business license (if applicable) or any debenture or other deed or document binding upon them and none of the Company or the Subsidiaries has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; all of the borrowing facilities of the Company and the Subsidiaries have been duly authorized, executed and delivered and are in full force and effect, all undrawn amounts under such borrowing facilities are or will be capable of drawdown in accordance with their terms, and, to the best of the Company's knowledge, no event has occurred and no circumstances exist which could cause any undrawn amounts under any borrowing facilities to be unavailable for drawing as required; and, to the best of the Company's knowledge, no event has occurred and no circumstances exist in relation to any national, regional, municipal or local Authority investment grants, loan subsidies or financial assistance received by or pledged to any of the Company and the Subsidiaries in

consequence of which any of the Company and the Subsidiaries is or may be held liable to forfeit or repay in whole or in part any such grant or loan;

23.5 none of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined;

23.6 save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) there are no material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities of the Company or any Subsidiary; (B) no outstanding indebtedness of the Company or any of the Subsidiaries, which is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole, has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or any of the Subsidiaries; (C) no person to whom any indebtedness of the Company and/or the Subsidiaries, which is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole, that is repayable on demand is owed has demanded or, to the best of the Company's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of the Company or any of the Subsidiaries or under any guarantee of any liability of the Company or any of the Subsidiaries by reason of default of the Company or any of the Subsidiaries or any other person or under any such guarantee given by the Company or any of the Subsidiaries, in respect of any such indebtedness or guarantee that is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole; (E) there are no material outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of material indebtedness of any party that is not any member of the Group; and (F) none of the Company and the Subsidiaries have stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent;

24. **Cornerstone Investments or Placing in International Offering**

24.1 pursuant to the Stock Exchange Guidance Letter HKEX-GL51-13, there are no direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation of shares at the IPO price, to any cornerstone investors to participate in the International Offering;

24.2 pursuant to the Stock Exchange Guidance Letter HKEX-GL85-16, no preferential treatment has been, nor will be, given to any existing shareholders or their respective close associates by virtue of its relationship with the Company in any allocation in the International Offering;

25. **Miscellaneous**

25.1 any certificate signed by any officer or director of the Company and delivered to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators or counsel for the Underwriters in connection with the Global Offering or the listing of the Shares on the SEHK shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter; and

25.2 neither the Company nor the Covenantor has any reason to believe that any significant customer or supplier of the Group is considering ceasing to deal with the Group or reducing the extent or value of its dealings with the Group, except as would not, individually or in the aggregate, result in a Material Adverse Effect.

PART B

ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE COVENANTOR

The Covenantor represents, warrants and undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's and each of them as follows:

- (i) none of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case as it relates to the Covenantor, contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (ii) The Covenantor is of full age and sound mind, fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents to which he is a party and has acted independently and free from undue influence by any person;
- (iii) the Covenantor has the legal right, power and authority to own, use and operate his properties and assets and conduct his business, and is in good standing (where applicable) under the Laws of the jurisdiction in which he owns properties or conducts any business so as to require such qualification;
- (iv) each of this Agreement and the International Underwriting Agreement has been duly authorized, executed, and delivered by the Covenantor and constitutes a valid and legally binding agreement of the Covenantor, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;
- (v) the execution and delivery by the Covenantor of, the performance by the Covenantor of his obligations under this Agreement and the International Underwriting Agreement, and the consummation by the Covenantor of the transactions contemplated herein did not, do not and will not: (A) contravene any provision of applicable Law; or (B) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, agreement, note, lease or other agreement, obligation or instrument binding upon the Covenantor; or (C) contravene any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Covenantor or contravene any law, rule or regulation to which the Covenantor or any of his properties is bound; or (D) result in the creation or imposition of any Encumbrance upon any assets of the Covenantor, except in each case of (B) to (D) above, for any such contravention or encumbrance as would not, individually or in the aggregate, result in any Material Adverse Effect;
- (vi) except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Governmental Authorizations required for the performance by the Covenantor of his obligations hereunder have been obtained or made and are in full force and effect;
- (vii) there has been no petition filed, order made or effective resolution passed for the bankruptcy of the Covenantor. The Covenantor has not made any voluntary arrangement with any of his creditors or is insolvent or unable to pay his debts as they fall due. No step has been taken by any person with a view to the appointment of an administrator, (or equivalent in the relevant jurisdiction), whether out of court or otherwise, and no receiver has been appointed in respect of the whole or any part of any of the respective property, assets and/or undertaking of the Covenantor; and

- (viii) the choice of law provisions set forth in this Agreement do not contravene the Laws of the Cayman Islands, Hong Kong and the PRC, and will be recognized by the courts of the Cayman Islands, Hong Kong and the PRC; the Covenantor can sue and be sued in his own name under the Laws of the Cayman Islands, Hong Kong and the PRC; the agreement of the Covenantor to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the irrevocable submission by the Covenantor to the jurisdiction of any Hong Kong Court, the agreement that each party to this Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Covenantor under this Agreement to arbitration, the waiver of sovereign immunity and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the Cayman Islands, Hong Kong and the PRC and will be respected by the courts of the Cayman Islands, Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the Cayman Islands, Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Covenantor; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Covenantor under this Agreement will be recognized and enforced in the courts of the Cayman Islands, Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

SCHEDULE 5

CONDITIONS PRECEDENT DOCUMENTS

PART A

Legal Documents

1. one certified true copy of the written resolutions of the shareholders of the Company in relation to the Global Offering referred to in Appendix IV to the Hong Kong Prospectus.
2. one certified true copy of the resolutions of the Board (or a meeting of a duly authorized committee of the Board):
 - 2.1 approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 2.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto (as applicable);
 - 2.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular; and
 - 2.4 approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong.
3. one certified true copy of the Registrar's Agreement duly signed by the parties thereto.
4. one set of original signature pages duly signed by or on behalf of the Company to the Receiving Bank Agreement.
5. one certified true copy of the Articles of Association which will take effect on the Listing Date.
6. one certified true copy of each of (a) the certificate of incorporation of the Company and (b) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.
7. one certified true copy of the current business licence of the Company.
8. one certified true copy of the service contracts (or letters of appointment in respect of the independent non-executive directors) of each of the Directors.
9. one certified true copy of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors.
10. one certified true copy of each of the material contracts referred to in the section of the Hong Kong Prospectus headed "Appendix IV – Statutory and General Information" (other than this Agreement) duly signed by the parties thereto.

Documents relating to the Hong Kong Public Offering

11. one printed copy of each of the Hong Kong Prospectus and the Application Form duly signed by two Directors or their respective duly authorized attorneys.
12. one signed original of the accountants' report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.
13. one signed original of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets, the text of which is contained in Appendix II to the Hong Kong Prospectus.
14. one signed original of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date, addressed to the Company and copy the Sole Sponsor, and in a form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement

contained in the Hong Kong Prospectus as to sufficient of the Group's working capital contained in the Hong Kong Prospectus.

15. one signed original of the memorandum on the profit forecast and the working capital forecast adopted by the Board in connection with the letter from the Reporting Accountants on the Company's working capital sufficiency.
16. one signed original of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
17. one signed originals or certified true copy of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their report and letter in the form and context in which they are included.
18. one signed original or certified true copy of the letter from the Company's PRC Counsel, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.
19. one signed original of the legal opinions from the Company's PRC Counsel, dated the Hong Kong Prospectus Date, addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
20. one signed original of the legal opinions from the Underwriters' PRC Counsel, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
21. one signed original or certified true copy of the letter from the Company's Cayman Counsel, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.
22. one signed original of the legal opinions of the Company's Cayman Counsel dated the Hong Kong Prospectus Date, relating to (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of Cayman Islands law pertaining to the Global Offering, and addressed to the Company, the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
23. one signed original of the letter dated the Hong Kong Prospectus Date from the Company's Cayman Counsel, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter summarises certain aspects of the law of Cayman Islands referred to in Appendix III to the Hong Kong Prospectus.
24. one signed original of the internal controls report from the Internal Controls Consultant.
25. one signed original or certified true copy of the letter from the Industry Consultant, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.
26. one signed original of the industry report from the Industry Consultant, dated the Hong Kong Prospectus Date.
27. one set of original signature pages duly signed by or on behalf of the Company and each of the Directors to the Verification Notes.
28. one signed original of the certificate as to the accuracy of the Hong Kong Public Offering Documents and the Formal Notice given by the relevant translator thereof together with a certified true copy of a certificate issued by Chan Siu On as to the competency of such translator.
29. one signed originals or certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
30. one certified true copies of the written confirmation from the Stock Exchange authorizing the registration of the Hong Kong Prospectus.

31. one certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.
32. one certified true copy of the compliance advisor agreement entered into between the Company and Somerley Capital Limited.
33. one copy of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
34. one certified true copy of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus and the authorisation to register the Hong Kong Prospectus issued by the SEHK.
35. one original of the lock-up undertakings executed by each of the Existing Shareholders (as defined in the Hong Kong Prospectus).

PART B

1. one signed original of the bring-down comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the Hong Kong Underwriters in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
2. one signed original of comfort letters to be dated the date of the Offering Circular, and bring-down comfort letters to be dated the Listing Date, from the Reporting Accountants addressed to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the International Underwriters in a form satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.
3. one signed original of the legal opinion by the Company's PRC Counsel, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (each including a bring-down opinion of the opinion in item 19 of Part A).
4. one signed original of the legal opinion by the Underwriters' PRC Counsel, addressed to the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (each including a bring-down opinion of the opinion in item 20 of Part A).
5. one signed original of the legal opinions as to Hong Kong law from the Company's HK & US Counsel, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
6. one signed original of the legal opinion of the Company's Cayman Counsel, addressed to the Company, the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
7. one signed original of the legal opinion as to Hong Kong law from the Underwriters' HK & US Counsel, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
8. one signed original of the legal opinion as to United States law and 10b-5 letters from the Company's HK & US Counsel, addressed to the Joint Global Coordinators and the International Underwriters concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
9. one signed original of the legal opinions as to United States law and 10b-5 letters from the Underwriters' HK & US Counsel, addressed to the Joint Global Coordinators and the International Underwriters concerning matters in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

10. one signed original of the certificate signed by the chief executive officer of the Company or their authorized representatives dated the Listing Date and furnished to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters), in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
11. one signed original of the certificate issued by the company secretary of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
12. one signed original of the certificate of the Covenantor, dated the Listing Date, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of such Covenantor contained in this Agreement, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
13. one signed original of the certificate of the chief financial officer of the Company, dated the Listing Date, and in agreed form, which certificate shall cover financial and related data contained in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants.
14. one certified true copy of the Price Determination Agreement, each duly signed by the parties thereto.
15. one certified true copy of the Form B duly completed and signed by each of the Directors of the Company.
16. one certified true copy of the written resolutions by or meeting minutes of the authorized attorneys of the Board approving the determination of final Offer Price, the basis of allotment and the allotment and issue of the Offer Shares to the allottees.
17. one certified copy of the letter from the SEHK approving the listing of the Shares.

SCHEDULE 6

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid applications for Hong Kong Offer Shares pursuant to the provisions of Clause 4.5 (hereinafter referred to as the "**Hong Kong Underwriters' Application**"). These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to subscribe or procure subscribers for 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 Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriters' Applications, such applications must be made online through the White Form eIPO service in the IPO App or at www.eipo.com.hk, or by giving electronic application instructions through the CCASS Internet System (<https://ip.ccass.com>) together with the payment for the amount payable in full on application (including any Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.2. Copies of records for such application(s) will have to be faxed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "Hong Kong Sub-underwriter's Application") to the extent practicable.
3. If all the Hong Kong Offer Shares shall not have been validly both applied and paid for in the manner referred to in this Agreement, each Hong Kong Underwriter will, subject to the provisions of this Agreement, be obliged to take up the proportion of the shortfall that (a) its net underwriting participation (that is, its underwriting participation pursuant to Clause 4 less the aggregate number of Hong Kong Offer Shares for which the Hong Kong Underwriters' Applications have been made by it or procured to be made by it to the extent that they have been accepted and up to the limit of its underwriting participation), bears to (b) the aggregate of the underwriting participation of all the Hong Kong Underwriters including itself less the aggregate number of Hong Kong Offer Shares for which Hong Kong Underwriters' Applications have been made (including by itself).
4. The obligations of the Hong Kong Underwriters determined pursuant to paragraph 3 above may be rounded, as determined by the Sole Overall Coordinator in its sole discretion, to avoid fractions. The determination of the Sole Overall Coordinator shall be final and conclusive.
5. 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

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A

CORPORATE PROFESSIONAL INVESTOR

1. For the purposes of the Code of Conduct for Persons Licenses by or Registered with the SFC (the "**Code**"), you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules, as follows:
 - 1.1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);
 - 1.1.2 a corporation having total assets of at least HK\$40 million (or its equivalent) or a portfolio of at least HK\$8 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;
 - 1.1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.1.3; (iv) a corporation that falls within paragraph 1.1.2 above; (v) a partnership that falls within paragraph 1.1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" in section 1 of Part 1 of SCHEDULE 1 to the Securities and Futures Ordinance;
 - 1.1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.1.2 above; and
 - 1.1.5 a partnership with a portfolio of no less than HK\$8 million (or its equivalent) or total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.
2. We have categorised you as a Corporate Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
3. As a consequence of your categorisation as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code (i.e. that you have the appropriate corporate structure and investment process and controls, the person(s) responsible for

making investment decisions on behalf of you has/have sufficient background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement), we are not required to fulfil certain requirements under paragraphs 15.4 and 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

3.1.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

3.1.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings or risk disclosure statements in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

3.1.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

3.1.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.1.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

3.1.6 Nasdaq–Amex Pilot Program

If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

3.1.7 Suitability

When making a recommendation or solicitation, we are not required to ensure that such recommendation or solicitation is suitable for you.

3.1.8 Investor characterisation/disclosure of transaction related information

We are not required to assess your knowledge of derivatives and characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information (as set out in paragraph 8.3A of the Code) to you.

3.1.9 Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority to you or re-confirm it with you on an annual basis, or to disclose to you benefits receivable for effecting transactions for you under a discretionary account.

3.1.10 Complex products

We are not required to ensure that a transaction in a complex product is suitable for you, to provide sufficient information about a complex product to you or to provide you with warning statements.

4. You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.
6. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
7. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
8. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

PART B

INDIVIDUAL PROFESSIONAL INVESTOR

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules, as follows:
 - 1.1.1 an individual having a portfolio of not less than HK\$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant, or (iii) a public filing submitted by or on behalf of the individual, when any one or more of the following are taken into account: (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate, or (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.
2. We have categorised you as an Individual Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
3. As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as an Individual Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 3.1.1 **Information about us**

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

3.1.2 **Prompt confirmation**

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.1.3 **Nasdaq–Amex Pilot Program**

If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

4. You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.
6. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as an Individual Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
7. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.