

**DATED NOVEMBER 24, 2023**

**DEKON FOOD AND AGRICULTURE GROUP**  
**四川德康農牧食品集團股份有限公司**

**THE CONTROLLING SHAREHOLDERS**  
**(named in Schedule 1A)**

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

**CITIGROUP GLOBAL MARKETS ASIA**  
**LIMITED**

**and**

**THE HONG KONG UNDERWRITERS**  
**(whose names appear in Schedule 1)**

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**HONG KONG UNDERWRITING**  
**AGREEMENT**

**relating to a public offering in Hong Kong of**  
**initially 2,691,200 H Shares of**  
**RMB1 nominal value each in the capital of**  
**DEKON FOOD AND AGRICULTURE GROUP (四川德康農牧食品集團股份有限公司)**  
**being part of a global offering of initially**  
**26,912,000 H Shares**

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**THIS AGREEMENT is made on November 24, 2023**

**BETWEEN:**

- (1) **DEKON FOOD AND AGRICULTURE GROUP** (四川德康農牧食品集團股份有限公司), a joint stock company incorporated in the PRC with limited liability, having its registered office at Unit 901-909, 9th Floor, Building 2, Chengdu East Aviation Center, 32 Lingang Road, Shuangliu District, Chengdu, Sichuan Province, PRC (the "**Company**");
- (2) **THE PERSONS** whose names and addresses are set out in **Schedule 1A** (together the "**Controlling Shareholders**" and each, a "**Controlling Shareholder**");
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**CICC**");
- (4) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, 3 Garden Road, Central, Hong Kong ("**CITI**"); and
- (5) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in **Schedule 1** (together the "**Hong Kong Underwriters**" and each, a "**Hong Kong Underwriter**").

**RECITALS:**

- (A) The Company is a joint stock company incorporated in the PRC with limited liability on May 10, 2019, the predecessor of which, Sichuan Dekon Agro-livestock Technology Company Limited (四川德康農牧科技有限公司), was established under the laws of the PRC as a limited liability company. The Company is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As of the date hereof, the issued share capital of the Company was 322,755,952 Domestic Shares and 39,207,684 H Shares to be converted from Domestic Shares.
- (B) As of the date of this Agreement, the Controlling Shareholders collectively held a total of 142,982,367 Domestic Shares and was entitled to exercise voting rights of approximately 39.50% of the total issued share capital of the Company. In particular, 11,915,198 Domestic Shares (or approximately 3.29% equity interest of the Company) is directly held by Mr. Wang Degen ("**Mr. Wang**"), and 131,067,169 Domestic Shares (or approximately 36.21% equity interest of the Company) is directly held by Sichuan Desheng Ronghe Group Co. Ltd. (四川德盛榮和實業集團有限公司).
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulation S under the Securities Act (the

**"International Offering")**. CICC and CITI are acting as the joint global coordinators of the Global Offering.

- (D) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including the H Shares converted from 39,207,684 Domestic Shares). CICC and CITI are acting as the joint sponsors (the "**Joint Sponsors**") in relation to the Company's listing application.
- (E) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (F) The Warrantors have agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Lead Managers, the Co-Lead Manager, the Joint Bookrunners, the Hong Kong Underwriters and the Capital Market Intermediaries.
- (G) The Company, the Controlling Shareholders, the Joint Global Coordinators, the Overall Coordinators, the International Underwriters and the Capital Market Intermediaries intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (and not jointly or jointly and severally) purchase or procure investors to purchase H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained.
- (H) The Company has appointed Tricor Investor Services Limited to act as its H Share Registrar and transfer agent for the Shares.
- (I) The Company has appointed Bank of China (Hong Kong) Limited to act as the Receiving Bank in relation to the Hong Kong Public Offering, and Bank of China (Hong Kong) Nominees Limited to act as the nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering.
- (J) At a meeting of the Board held on October 23, 2023, resolutions were passed pursuant to which, inter alia, the Directors approved, and any one of the Directors was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (K) The Company has obtained approvals granted by the CSRC on March 30, 2023 and July 19, 2023, approving the conversion of 39,207,684 Domestic Shares into H Shares and authorizing the Company to apply for the listing of the H Shares on the SEHK.
- (L) The Hong Kong Prospectus and the Formal Notice have been prepared and each is an agreed form.

**NOW IT IS HEREBY AGREED** as follows:

# 1 DEFINITIONS AND INTERPRETATION

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

**"Acceptance Date"** means December 1, 2023, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

**"Accepted Hong Kong Public Offering Applications"** means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to Clause 4.5;

**"Admission"** means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including the H Shares converted from 39,207,684 Domestic Shares);

**"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 and payable to the Hong Kong Exchanges and Clearing Limited;

**"Analyst Presentation Materials"** means all information and documents issued, given or presented in the syndicate research analyst presentations conducted by the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company;

**"Application Lists"** means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

**"Application Proofs"** means the application proofs of the prospectus of the Company posted on the SEHK's website at <http://www.hkexnews.hk> on January 31, 2023 and July 31, 2023;

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

**"Articles of Association"** means the articles of association of the Company conditionally approved by the shareholders of the Company on October 31, 2023, which will become effective upon the Listing Date;

**"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;

**"Biological Asset Valuer"** means Jones Lang LaSalle Corporate Appraisal and Advisory Limited (仲量聯行企業評估及諮詢有限公司);

**"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 Saturday or Sunday) on which banking institutions in Hong Kong are open generally for normal banking business;

**"Capital Market Intermediaries" or "CMIs"** means CICC, CITI, Citigroup Global Markets Limited, China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Capital Limited, ABCI Securities Company Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited, Valuable Capital Limited and Silverbricks Securities Company Limited being the capital market intermediaries of the Global Offering;

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

**"Code of Conduct"** means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

**"Co-Lead Manager"** means Silverbricks Securities Company Limited being the co-lead manager of the Global Offering;

**"Companies Ordinance"** means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

**"Companies (Winding Up and Miscellaneous Provisions) Ordinance"** means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

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

**"Conditions Precedent Documents"** means the documents listed in Parts A and B of **Schedule 3**;

**"Contracts (Rights of Third Parties) Ordinance"** means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);

**"Cornerstone Investment Agreement(s)"** means the several cornerstone investment agreements entered into between, *inter alia*, the Company, CICC, CITI, the Joint Global Coordinators, the Overall Coordinators and the several cornerstone investors as described in the Hong Kong Prospectus setting out the terms and conditions subject to which such cornerstone investors have agreed to subscribe for or purchase the Offer Shares;

**"CSRC"** means the China Securities Regulatory Commission of the PRC;

**"CSRC Approvals"** means the approvals from the CSRC dated March 30, 2023 and July 19, 2023, approving the conversion of 39,207,684 Domestic Shares into H Shares and the application to list the H Shares on the main board of SEHK and the Global Offering;

**"Company's PRC Counsel"** means Jingtian & Gongcheng, being the Company's legal advisers as to PRC laws of 34th Floor, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

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

**"Domestic Share(s)"** ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which are subscribed for and paid up in RMB and are unlisted Shares which are currently not listed or traded in any stock exchange;

**"Encumbrance"** means any claim, mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, 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;

**"ESG Advisor"** means KPMG Huazhen LLP;

**"EU"** means the European Union;

**"Formal Notice"** means the press announcement in 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 the Subsidiaries, and the expression **"member of the Group"** shall be construed accordingly;

**"H Shares"** means overseas listed foreign invested shares in the share capital of the Company with a nominal value of RMB 1.00 each, which are to be listed on the SEHK and traded in Hong Kong dollars and for which an application has been made for the granting of listing and permission to deal in on the Stock Exchange;

**"H Share Registrar"** means Tricor Investor Services Limited;

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

**"HKSCC"** means Hong Kong Securities Clearing Company Limited;

**"Hong Kong"** means the Hong Kong Special Administrative Region of the PRC;

**"Hong Kong Offer Shares"** means 2,691,200 new H Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12, as applicable;

**"Hong Kong Prospectus"** means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company;

**"Hong Kong Prospectus Date"** means the date of issue of the Hong Kong Prospectus, which is expected to be on or around November 27, 2023;

**"Hong Kong Public Offering"** means the offering and sale of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

**"Hong Kong Public Offering Applications"** means applications to subscribe for Hong Kong Offer Shares (i) made online through the HK eIPO White Form Service; and (ii) made through the HKSCC EIPO channel and otherwise made in compliance with the terms of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriter's Applications;

**"Hong Kong Public Offering Documents"** means the Hong Kong Prospectus and the Formal Notice;

**"Hong Kong Public Offering Over-Subscription"** has the meaning ascribed to it in Clause 4.11;

**"Hong Kong Public Offering Underwriting Commitment"** means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in **Schedule 1** to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **Schedule 1**;

**"Hong Kong Underwriters"** means the persons set forth in **Schedule 1**;

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

**"Indemnified Parties"** means (i) the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Lead Managers, the Co-Lead Manager, the Joint Bookrunners, the Hong Kong Underwriters and the Capital



Market Intermediaries; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.6; (iii) the respective representatives, partners, directors, officers, shareholders, members, employees and agents of the parties identified in each of subparagraphs (i) and (ii) above; and (iv) the successors and assigns of all of the foregoing persons,

**"Indemnified Party"** means any one of the Indemnified Parties;

**"Indemnifying Party"** has the meaning ascribed to them in Clause 12.1;

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

**"Internal Controls Consultant"** means PricewaterhouseCoopers Business Consulting (Shanghai) Co Limited Beijing Branch;

**"International Offer Shares"** means 24,220,800 H Shares initially proposed to be offered by the Company for purchase by, or by purchasers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;

**"International Offering"** has the meaning ascribed thereto in the Recitals;

**"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 purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

**"International Underwriters"** means the persons named as such in the International Underwriting Agreement;

**"International Underwriting Agreement"** means the international underwriting agreement relating to the International Offering to be entered into, among others, the Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters;

**"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, CITI (in relation to the Hong Kong Public Offering) and Citigroup Global Markets Limited (in relation to the International Offering), and China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Capital Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited and Valuable Capital Limited, being the joint bookrunners of the Global Offering;

**"Joint Global Coordinators"** means CICC and CITI, being the joint global coordinators of the Global Offering;

**"Joint Lead Managers"** means CICC, CITI (in relation to the Hong Kong Public Offering) and Citigroup Global Markets Limited (in relation to the International Offering), and China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Securities Company Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited and Valuable Capital Limited, being the joint lead managers of the Global Offering;

**"Joint Sponsors"** means CICC and CITI, being the joint sponsors appointed by the Company in connection with its proposed listing on the SEHK;

**"Laws"** means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, regulations or rules (including, without limitation, any and all regulations, rules, sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

**"Listing Committee"** means the listing committee of the SEHK;

**"Listing Date"** means the first day on which the Shares commence trading on the Main Board of the SEHK (which is expected to be on December 6, 2023 or such other date as the Company, the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators may agree);

**"Listing Rules"** means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the listing decisions, guidelines, guidance letters and other requirements of the SEHK;

**"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, revenue, 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;

**"OC Announcement(s)"** means the announcement(s) setting out the name(s) of the overall coordinator(s) appointed by the Company effecting a placing involving bookbuilding activities in connection with the Offering, including any subsequent related announcement(s);

**"Offer Price"** means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy)

at which the Offer Shares are to be subscribed for or purchased under the Global Offering, to be determined in accordance with Clause 2.5;

**"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 sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Capital Market Intermediaries, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or any of the Underwriters;

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

**"Overall Coordinators" or "Sponsor-OCs"** means CICC and CITI, being the overall coordinators and sponsor-overall coordinators of the Global Offering;

**"PHIP"** means the post hearing information pack of the Company posted on the SEHK's website at [www.hkexnews.hk](http://www.hkexnews.hk) on November 5, 2023, including each amendment and supplement thereto posted on the SEHK's website from such date through the time of registration of the Hong Kong Prospectus;

**"PRC"** means the People's Republic of China, which for the purposes of this Agreement shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People's Republic of China;

**"Pre-IPO Investments"** means the pre-IPO investments in the Company undertaken by various pre-IPO investors, details of which are set out in the section headed "History and Corporate Structure – Pre-IPO Investments" of the Hong Kong Prospectus;

**"Preliminary Offering Circular"** means the preliminary offering circular dated November 27, 2023 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 Applicable Time (as defined in the International Underwriting Agreement);

**"Price Determination Agreement"** means the agreement in agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong 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 2.5;

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

**"Receiving Bank"** means Bank of China (Hong Kong) Limited;

**"Receiving Bank Agreement"** means the agreement dated November 23, 2023 entered into between the Company, the Receiving Bank, the Joint Global Coordinators, the Overall Coordinators and the Nominee;

**"Registrar Agreement"** means the agreement dated June 11, 2021 entered into between the Company and the H Share Registrar;

**"Reporting Accountants"** means KPMG, Certified Public Accountants;

**"RMB"** or **"Renminbi"** means renminbi, the lawful currency of the PRC;

**"Securities Act"** means the United States Securities Act of 1933, as amended;

**"Securities and Futures Ordinance"** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

**"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 the ordinary share(s) in the capital of our Company with a nominal value of RMB 1.00 each, comprising of Domestic Shares and the H Shares;

**"Sponsor-OCs Engagement Letters"** means the engagement letters entered into by the Company with each of the Joint Sponsors and Overall Coordinators on November 18, 2022, respectively;

**"Subsidiaries"** means the subsidiaries of the Company within the meaning of the Companies Ordinance, including without limitation, the companies named in Appendix I to the Hong Kong Prospectus as subsidiaries of the Company, and **"Subsidiary"** means any one of them;

**"Supervisor(s)"** means the supervisor(s) of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" of the Hong Kong Prospectus;

**"Taxation"** or **"Taxes"** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed

or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, the United States or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the United States or of any other part of the world, whether 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 or similar liabilities arising in respect of any taxation;

**"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 SEHK;

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

**"Unsold Hong Kong Offer Shares"** has the meaning ascribed to it in Clause 4.6;

**"US", "U.S." or "United States"** means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

**"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;

**"Warranties"** means the representations, warranties, agreements and undertakings of the Warrantors as set out in **Schedule 2**;

**"Warrantors"** means the Company and the Controlling Shareholders;

**"HK eIPO White Form Service"** means the facility offered by the Company through the HK eIPO White Form Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Hong Kong Prospectus;

**"HK eIPO White Form Service Provider"** means Tricor Investor Services Limited., the HK eIPO White Form Service provider designated by the Company.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **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.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
- 1.4.1 references to an "affiliate", (i) in relation to any person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person; and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary 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, the company specified; for the purposes of the foregoing, "control" means the power, directly or indirectly, 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 "controlled by" and "under common control with" shall be construed accordingly;
- 1.4.2 references to "**Clauses**", "**Recitals**" and "**Schedules**" are to clauses of and recitals and schedules to this Agreement;
- 1.4.3 whenever the words "**include**," "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**";
- 1.4.4 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.4.5 the term "**or**," is not exclusive;
- 1.4.6 references to "**persons**" shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, bodies corporate, unincorporated associations and partnerships (whether or not having separate legal personality);
- 1.4.7 the terms "**purchase**" and "**purchaser**", when used in relation to the Shares, shall include, respectively, a subscription for the Shares and a subscriber for the Shares;
- 1.4.8 the terms "**sell**" and "**sale**", when used in relation to the Shares, shall include an allotment or issuance of the Shares by the Company;

- 1.4.9 references to a "**subsidiary**" or "**holding company**" shall be construed to have the same meanings as defined in sections 13 and 15 of the Companies Ordinance;
- 1.4.10 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.4.11 references to a document being "**in agreed form**" shall mean such document in a form agreed between the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company (including those identified as such by way of exchange of emails between (a) Slaughter and May, legal advisers to the Company as to Hong Kong Laws, on behalf of the Company; and (b) Herbert Smith Freehills, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of Joint Global Coordinators, the Overall Coordinators and the Capital Market Intermediaries);
- 1.4.12 references to a "**certified true copy**" means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.13 the 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 Schedules;
- 1.4.14 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.15 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.16 references to one gender shall include the other genders; and
- 1.4.17 references to 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in Part A of **Schedule 3** and Part B of **Schedule 3**, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, or such later

time/date as the Joint Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;

- 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus 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 the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, not later than 6:00 p.m. 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn or revoked prior to the commencement of trading of the H Shares on the SEHK;
- 2.1.4 admission of the H Shares into CCASS having occurred and become effective (either unconditionally or subject only to the 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Company, Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), on the Price Determination Date in accordance with Clause 2.5 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 on the Price Determination Date and such agreement not subsequently having been terminated, the obligations of the International Underwriters thereunder having become and remained 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 becoming unconditional) and the



International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

- 2.1.7 the 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, including that 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 all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
  - 2.1.8 the Warranties being true, accurate and not misleading on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);
  - 2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be; and
  - 2.1.10 the approval in connection with the application for listing of the H Shares granted by CSRC remains valid and is not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Lead Managers, the Co-Lead Manager, the Joint Bookrunners, the Hong Kong Underwriters and the Capital Market Intermediaries to use its best endeavours to fulfil or procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such conditions by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries and their counsel) 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 reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the SEHK, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

- 2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as it deems appropriate, provided that no extension shall be made beyond December 27, 2023 (being the 30<sup>th</sup> day after the Hong Kong Prospectus Date) and any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement and the 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 on behalf of the Underwriters.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 12, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong 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 Overall Coordinators (for themselves and on behalf of the Hong Kong 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 12:00 noon on December 4, 2023 and no extension is granted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators 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 Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range below that stated in the Hong Kong Prospectus

at any time prior to the morning of the Acceptance Date, in which event 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, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range to be published on the website of the Company at [www.dekanggroup.com](http://www.dekanggroup.com) and the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and comply with the Laws applicable to the reduction. Such notice shall also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all Laws applicable to that reduction.

- 2.7 **No waiver in certain circumstances:** The Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators or the Capital Market Intermediaries' consent to or knowledge of any amendments / supplements to the Offering Documents subsequent to their respective issue or distribution will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

### 3 APPOINTMENTS

- 3.1 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CITI as the Joint Global Coordinators of the Global Offering, and each of CICC and CITI, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Global Coordinators 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.
- 3.2 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CITI (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Capital Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited and Valuable Capital Limited to act as the joint bookrunners of the Global Offering, and each of CICC, CITI (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Capital Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited and Valuable Capital Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Bookrunners 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.

- 3.3 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CITI (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Securities Company Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited and Valuable Capital Limited to act as the joint lead managers of the Global Offering, and each of CICC, CITI (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Securities Company Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited and Valuable Capital Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Lead Managers 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.
- 3.4 **Co-Lead Manager:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Silverbricks Securities Company Limited to act as the co-lead manager of the Global Offering, and Silverbricks Securities Company Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Co-Lead Manager hereunder is in addition to its engagement under the terms and conditions of its engagement letter in respect of the Global Offering entered into among it and the Company, which shall continue to be in full force and effect.
- 3.5 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CITI to act as the joint sponsors of the Company in relation to its application for Admission. Each of CICC and CITI, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to the Sponsor-OCs Engagement Letters, which shall continue to be in full force and effect.
- 3.6 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and CITI to act as the sponsor-overall coordinators and overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Overall

Coordinators hereunder is in addition to the Sponsor-OCs Engagement Letters, which shall continue to be in full force and effect.

- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and 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 this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement. For the avoidance of doubt, the appointment of the Hong Kong Underwriters 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 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CITI, Citigroup Global Markets Limited, China Everbright Securities (HK) Limited, BOCI Asia Limited, ABCI Capital Limited, ABCI Securities Company Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, CMB International Capital Limited, Citrus Securities Limited, Valuable Capital Limited and Silverbricks Securities Company Limited to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries, 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 Capital Market Intermediaries 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.
- 3.9 **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 they are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Notwithstanding any such delegation, each of the abovenamed appointees shall remain liable for all acts and omissions of any of its affiliates to which it delegates its relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8.
- 3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and 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 such appointee's roles as a sponsor, global coordinator, overall coordinator, lead manager, bookrunner, Hong Kong Underwriter or capital market intermediary (as the case may be) and hereby agrees to ratify and

confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.11 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

3.10.1 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;

3.10.2 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 fully understands the factors underlying the allocation recommendations;

3.10.3 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;

3.10.4 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;

3.10.5 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;

3.10.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and

3.10.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such

shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

- 3.12 **No fiduciary relationship:** 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 role as such, are acting solely as global coordinators of the Global Offering, the Joint Sponsors and Sponsor-OCs, in their role as such, are acting solely as sponsors and Sponsor-OCs in connection with the listing of the H Shares on the SEHK, the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, the Joint Bookrunners, in their role as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers and the Co-Lead Manager, in their role as such, are acting solely as lead managers of the Global Offering and the Capital Market Intermediaries, in their roles as such, are acting solely as the capital market intermediaries of the Global Offering.

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager and the Capital Market Intermediaries are acting pursuant to a contractual relationship (created solely by this Agreement and, as between the Joint Sponsors, the Sponsor-OCs and the Company, by the Sponsor-OCs Engagement Letters) 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 Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or the Capital Market Intermediaries, 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 Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or the Capital Market Intermediaries, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof. The Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager and the Capital Market Intermediaries hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the 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 Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager and the Capital Market Intermediaries 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 Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or the Capital

Market Intermediaries, 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 Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors or the Capital Market Intermediaries, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, or the Capital Market Intermediaries, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, or the Capital Market Intermediaries, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or the fiduciary of any of the Warrantors (except and solely, with respect to the Joint Global Coordinators and the Overall Coordinators, 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 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors and the Capital Market Intermediaries has assumed, and 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 H 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 Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors and the Capital Market Intermediaries has advised or is currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Hong Kong Underwriters, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors and the Capital Market Intermediaries are not advising the Warrantors, their respective directors, management or shareholders of any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction (except for, with respect to the Joint Sponsors, 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 in the capacity of the joint sponsors in connection with the proposed listing of the Company). 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 Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors and the Capital Market Intermediaries 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 Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors and the Capital Market Intermediaries of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering of the listing of H Shares on the SEHK or any process or matters relating thereto shall (except for, with respect to the Joint Sponsors, 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 in the capacity of the joint sponsors in connection with the proposed listing of the Company) be performed solely for the benefit of the Hong Kong Underwriters, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors and the Capital Market Intermediaries and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors, the Hong Kong Underwriters and the Capital Market Intermediaries and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against each or any of the Hong Kong Underwriters, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors or the Capital Market Intermediaries 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 H Shares on the Main Board of SEHK or any process or matters leading up to such transactions.

- 3.13 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement to the contrary, none of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries 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 Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries or any other Indemnified

Party, in connection with, the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

- 3.13.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and
  - 3.13.2 any of the matters referred to in Clauses 12.1.1 to 12.1.3, and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.
- 3.14 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.7 or their respective delegates under Clause 3.8. The obligations of the appointees hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

#### **4 THE HONG KONG PUBLIC OFFERING**

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares upon 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 counsel for the Company on the Company's behalf at the Registrar of Companies in Hong Kong, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK on November 27, 2023 (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Joint Sponsors). The Company will, on the Hong Kong Prospectus Date, arrange for the Hong Kong Prospectus to be published on the official website of the SEHK and the website of the Company.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure 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. The Company shall procure the Nominee to undertake to hold and

deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar Agreement. By executing the Registrar Agreement, the Company acknowledges and agrees and shall use its best endeavours to procure that the H Share Registrar and HK eIPO White Form Service Provider shall do all such acts and things as may be reasonably required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above, a "black" rainstorm warning signal being in force in Hong Kong or "extreme conditions" caused by a super typhoon as announced by the government of 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 conditions remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

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 H Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, inter alia:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription (as defined in Clause 4.6), the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of 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 under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; and

4.5.3 the level of acceptance and the basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (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 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase 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 Overall Coordinators may in their sole and absolute discretion determine in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that:

4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 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 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in **Schedule 1**):

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators 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 4.10 and 4.12, 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 2.7, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

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 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been identified with such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriters, if applicable) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **Schedule 4**.

4.8 **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 Joint Sponsors and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling

upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6

4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 12:00 noon 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:

4.9.1 make 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

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (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 Joint Global Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Joint Global Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 5:30 p.m. on December 5, 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 procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (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 take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy

*pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

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

4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 and the relevant requirements under the SEHK Guidance Letter GL91-18, the Overall Coordinators, in their 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 Overall Coordinators 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 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.11.2 if the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 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 8,073,600, 10,764,800 and 13,456,000 H 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.

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 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, 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 the Overall Coordinators may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 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.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or 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 Joint Global Coordinators, the Overall Coordinators or the Capital Market Intermediaries or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the Listing Committee.

## 5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 5:30 p.m. on December 5, 2023 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators 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, 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 Overall Coordinators) 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 Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of 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 Overall Coordinators 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 Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date); provided, however, that:

5.2.1 The Overall Coordinators are 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 Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators 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 Fixed Fee (defined below), Clause 6.2.1 and other expenses incurred by the Overall Coordinators and the Joint Sponsors under *Clause 6 (Commissions and Costs)* provided that a list of particulars of such deductions shall be provided for prior confirmation of the Company; and

- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company. For the avoidance of doubt, such underwriting commission referred in Clause 6.1 below shall be deducted from the amount paid by the Nominee to the Company.
- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.2, the Overall Coordinators will, for themselves 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 Overall Coordinators 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:** Subject to the receipt of the applicable amount pursuant to Clause 6.2, the Overall Coordinators 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 Overall Coordinators are 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 Registrar Agreement, the H Share Registrar will arrange for payment of refunds of applications monies and/or the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters or the Capital Market Intermediaries or any of their respective affiliates has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.

- 5.7 **Separate bank account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

## 6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission and incentive fee:** Subject to this Agreement having become unconditional and not having been terminated in accordance with the terms hereof, the Company shall pay or cause to be paid to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.8 per cent of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively)("Fixed Fee"). The respective entitlements of the Hong Kong Underwriters to the Hong Kong underwriting commission will be paid as separately agreed between the Overall Coordinators, the Hong Kong Underwriters and the Capital Market Intermediaries and in any event in accordance with such engagement letters between the Company and the respective Overall Coordinators and the Capital Market Intermediaries. In addition, the Company may, at its absolute discretion, pay to the Hong Kong Underwriters an incentive fee up to but not exceeding 1.2 per cent of the aggregate Offer Price ("Incentive Fee") in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively), the amount of which and the respective entitlement of the Hong Kong Underwriters and the Overall Coordinators are expected to be determined on or before the Price Determination Date. In exercising the discretion in respect of the Incentive Fee, the price performance of the Company's Shares subsequent to the consummation of the Global Offering shall not be taken into account by the Company and the Incentive Fees shall be paid to the Overall Coordinators (for and on behalf of the Hong Kong Underwriters) on the Listing Date.
- 6.2 **Costs payable by the Company:** All costs, expenses, fees, charges and Taxation (other than any taxes imposed on a Joint Sponsor, Joint Global Coordinator, Overall Coordinator, Underwriter or Capital Market Intermediary in respect of net income by a taxing Authority in a jurisdiction where the relevant Joint Sponsor, Joint Global Coordinator, Overall Coordinator, Underwriter, Capital Market Intermediary is incorporated or resident for tax purposes arising out of any commission or fees received by such party pursuant to this Agreement) in connection with or incidental to the Global Offering, the listing of the Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:
- 6.2.1 any remaining payable sponsor fees and out-of-pocket expenses (if any) payable pursuant to the Sponsor-OCs Engagement Letters;
  - 6.2.2 fees, disbursements and expenses of the Reporting Accountants;

- 6.2.3 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Service Provider;
- 6.2.4 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters;
- 6.2.5 fees, disbursements and expenses of the Internal Controls Consultant;
- 6.2.6 fees, disbursements and expenses of the Industry Consultant;
- 6.2.7 fees, disbursements and expenses of the Biological Asset Valuer;
- 6.2.8 fees, disbursements and expenses of the ESG Advisor;
- 6.2.9 fees, disbursements and expenses of any public relations consultants;
- 6.2.10 fees, disbursements and expenses of the financial printer;
- 6.2.11 fees, disbursements and expenses of any translators;
- 6.2.12 fees, disbursements and expenses of the Receiving Bank and the Nominee;
- 6.2.13 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering;
- 6.2.14 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
- 6.2.15 all costs and expenses related to conducting the roadshow, pre-marketing and investor education activities, presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors incurred by the Company, the Joint Global Coordinators, the Overall Coordinators and the Capital Market Intermediaries and their respective representatives;
- 6.2.16 all printing, translation, typesetting and advertising costs;
- 6.2.17 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;
- 6.2.18 all costs of preparing, printing or producing any Agreement among 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 delivery of the Offer Shares;

- 6.2.19 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;
- 6.2.20 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.2.21 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, sale and delivery of the Offer Shares;
- 6.2.22 all fees and expenses relating to the registration of the Hong Kong Public Offering Documents and by amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;
- 6.2.23 all fees and cost payable by the Company to the Overall Coordinators and the Capital Market Intermediaries pursuant to and in accordance with the terms of their respective engagement letters in respect of the Global Offering;
- 6.2.24 all costs and expenses related to the preparation and launching of the Global Offering including expenses related to travel, accommodation, printing, telecommunication and other out-of-pocket expenses;
- 6.2.25 fees and expenses of conducting background searches, company searches, litigation searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering;
- 6.2.26 all processing charges and related expenses payable to the HKSCC;
- 6.2.27 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.2.28 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the Capital Market Intermediaries or any of them or on their behalf under this Agreement and International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.2 or pursuant to any other agreements between the Company and the Joint Sponsors,

shall be borne by the Company, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in Clause 17.11, if any costs, expenses, fees or charges referred to in

this Clause 6.2 is paid or to be paid by any of the Joint Global Coordinators, Joint Sponsors, Overall Coordinators, Joint Bookrunners, Joint Lead Managers, the Co-Lead Manager, Hong Kong Underwriters or Capital Market Intermediaries for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Global Coordinators, Joint Sponsors, Overall Coordinators, Joint Bookrunner, Joint Lead Managers, the Co-Lead Manager, Hong Kong Underwriter or Capital Market Intermediaries on an after tax basis.

- 6.3 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded, terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission or incentive fee under Clause 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 which have been incurred or are liable to be paid by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and/or the Capital Market Intermediaries and all other costs, expenses, fees, charges and Taxation payable by the Company, within 20 Business Days upon demand by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and/or the Capital Market Intermediaries or the relevant party which incurred the costs, expenses, fees, charges and Taxation (referred to in Clause 6.2), as the case may be, and the Joint Sponsors and the Overall Coordinators are entitled to, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment.
- 6.4 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 20 Business Days of the first written request by the Overall Coordinators 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 6 are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.
- 6.5 The Controlling Shareholders, jointly and severally, unconditionally and irrevocably guarantee that if the Company does not pay any sum payable to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or the Hong Kong Underwriters under this Clause 6 by the time and on the date specified for such payment, the Controlling Shareholders will be jointly and severally responsible for the payment of that sum.

## 7 STABILIZATION

7.1 **No stabilisation by the Company and the Controlling Shareholders:** Each of the Company and the Controlling Shareholders undertakes to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, officers, employees, or any person acting on its or on behalf of any of the foregoing persons not to:

7.1.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; or

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

## 8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Company and the Controlling Shareholders jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of **Schedule 2** hereto, and each of the Controlling Shareholders hereby, jointly and severally, represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of **Schedule 2** hereto, to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries and each of them that each of the Warranties is true, accurate and not misleading as of the date of this Agreement, and each of the Company and the Controlling Shareholders acknowledges that each of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

8.2 **Warranties repeated:** The Warranties are given on and as of the date of this Agreement with respect to the facts and circumstances subsisting as of 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 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;

- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to the Applicable Time (as defined in the International Underwriting Agreement);
- 8.2.6 immediately prior to (i) the application to purchase or procurement of applications to purchase all or any of the Unsold Hong Kong Offer Shares by the Overall Coordinators and/or the other Hong Kong Underwriters and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.7 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 8.2.8 8:00 a.m. on the Listing Date; and
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the SEHK,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as of each of the dates or times specified above without taking into consideration any amendment or supplement to the Pricing Disclosure Package subsequent to the Applicable Time (as defined in the International Underwriting Agreement) and/or any amendment or supplement to the Offering Circular subsequent to the date of the Offering Circular, or any approval by the Joint Sponsors and/or the Overall Coordinators, 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 promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate in any respect or misleading or breached or ceases to be true and accurate in any respect or becomes misleading or breached at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or could reasonably be expected to cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect.
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries not to, and shall procure that neither the Company nor any other member of the



Group shall, 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 and times 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

- 8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Joint Sponsors and the Overall Coordinators promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which 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 material fact or omit to state any material 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) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) 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 (iv) above, without prejudice to any other rights of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries 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 Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and/or the Overall Coordinators may reasonably require and supplying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators or any other Hong Kong Underwriters or Capital Market Intermediaries under this Agreement in connection with the occurrence or discovery of such matter, event or fact.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document without the prior written consent (which shall not be unreasonably withheld or delayed)

of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by applicable Laws, in which case the Warrantors shall first consult the Joint Sponsors 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 2** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries 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 Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries 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 Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters or the Capital Market Intermediaries (or the rights of any of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, Hong Kong Underwriters and the Capital Market Intermediaries) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:

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

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

## 9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** Except for the offer, issue and sale of the Offer Shares pursuant to the Global Offering and otherwise pursuant to the Listing Rules, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"), the Company hereby undertakes to each of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries not to, and to procure each other member of the Group not to, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

9.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase any legal or beneficial interest in any Shares or other securities of the Company, or any interest in any of the foregoing (including, but not limited to, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares, or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts; or

9.1.2 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 Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

9.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or

9.1.4 offer to or agree to or announce or publicly disclose any intention to effect any transaction specified in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of Shares or other securities of the Company in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the "**Second Six-Month Period**"), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or contracts to or agrees to or announces or publicly discloses any intention to effect any such transaction, the Company undertakes to take all reasonable steps to ensure that such transaction, agreement, announcement or disclosure (as the case maybe) will not create a disorderly or false market in the securities of the Company. The Controlling Shareholders undertakes to each of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries to procure the Company to comply with the undertakings in this Clause 9.1.

9.2 **Maintenance of public float:** Each of the Company and the Controlling Shareholders agrees and undertakes that it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will comply with the minimum public float requirements in the Listing Rules and will not, effect or permit any purchase, allotment or issuance of H Shares by itself or by any other persons (where applicable), or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below such minimum public float requirements specified in Rule 8.08 of the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby jointly and severally undertakes to each of the Company, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries that, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

9.3.1 he or she or it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him or her or it and the companies controlled by him or her or it and/or entities which entrusted him or it to exercise their voting rights will not, at any time during the First Six-Month Period and the Second Six-Month Period, (i)

sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, but not limited to, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares) beneficially owned by him or it as of the Listing Date (the "**Locked-up Securities**"), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of, any Locked-up Securities, or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 9.3.1(i) or (ii) above, or (iv) offer to or agree to or announce or publicly disclose any intention to effect any transaction specified in Clause 9.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period or the Second Six-Month Period);

- 9.3.2 during the Second Six Month Period, he or she or it will not, and will procure that the relevant registered holder(s) any nominee or trustee holding on trust for him or her or it and the companies controlled by him or her or it will not, at any time, enter into any transaction described in Clause 9.3.1(i), (ii) or (iii) above in respect of any Locked-up Securities or offer to or agree to or contract to or publicly announce any intention to enter into any such transaction if, immediately following such transaction or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, Mr. Wang Degen or Sichuan Desheng Ronghe Group Co. Ltd. (四川德盛榮和實業集團有限公司) (individually or in aggregate) will cease to be a "controlling shareholder" (as the term is defined in the Listing Rules) of the Company;
- 9.3.3 until the expiry of the Second Six-Month period, in the event that he or she or it enters into any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above or offers to or agrees to or announces any intention to effect any such transaction, he or she or it will take all reasonable steps to ensure that he or she or it will not create a disorderly or false market in the securities of the Company; and
- 9.3.4 at any time during the First Six-Month Period and the Second Six-Month Period, he or she or it will and will procure that the relevant registered holder(s), any nominee, trustee holding on trust for him or her or it and the companies controlled by him or her or it will (i) if and when he, she or it pledges or charges any Shares or other securities of the Company

beneficially owned by him or it in favour of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)), immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities (or interest therein) of the Company so pledged or charged; and (ii) if and when he or she or it or the relevant registered holder(s) or any nominee or trustee holding on trust for him or her or it or the companies controlled by him or her or it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or other securities (or interest therein) of the Company will be disposed of, immediately inform the Company, the Joint Sponsors and the Overall Coordinators in writing of such indications. The Company shall, as soon as practicable upon receiving such information in writing from the member of the Controlling Shareholders and if required pursuant to the Listing Rules, notify the SEHK and make a public disclosure in relation to such information by way of an announcement.

- 9.4 **Full force:** The undertakings in this Clause 9 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.

## 10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries and each of them that it will, and each of the Controlling Shareholders shall (if applicable) and shall procure the Company to:

- 10.1 **Global Offering:** comply 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 and the Listing Rules and all applicable laws and all requirements of the SEHK or the SFC or the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 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 cancelled or revoked;
  - 10.1.2 making and obtaining all necessary Approvals and Filings with the Registrar of Companies in Hong Kong, SEHK, the SFC, the CSRC and other Authorities, as applicable;
  - 10.1.3 making available for inspection online on the website of the Company at [www.dekanggroup.com](http://www.dekanggroup.com) and the website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) or at the offices of Slaughter and May, legal advisers to the Company as to Hong Kong Laws and US Laws, as the case may be, the documents referred to in the section of the Hong

Kong Prospectus headed "Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period and at the address stated therein;

- 10.1.4 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than December 5, 2023 (the date specified in the Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;
- 10.1.5 complying with the Listing Rules in relation to any 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.6 procuring that each of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider, and the Receiving Bank Agreement, and 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;
- 10.1.7 procuring that none of the Directors and that the relevant Director to procure none of their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 procuring that none of the Company, any member of the Group and/or the Controlling Shareholders, and using its best endeavours to procure that 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 Preliminary Offering Circular or

publicly available, to any research analyst at any time up to and including the fortieth 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 using its best endeavours to procure that no connected person (as defined in the Listing Rules) of the Company and that the relevant connected person to procure that none of their respective associates 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 any connected person, controlled company or nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.11 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), except for the dividend already declared as disclosed in the Prospectus;
- 10.1.12 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review;
- 10.1.13 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed "Future Plans and Use of Proceeds" or otherwise pursuant to any changes to the use of proceeds which are duly disclosed in compliance with the applicable Listing Rules and the requirements of the SEHK and with prior consultation with the Joint Sponsors; and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;



- 10.1.14 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; and
- 10.1.15 obtaining all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular;
- 10.1.16 complying with the Listing Rules or other regulatory requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and announce by way of press announcement any such information if required by the Stock Exchange to be published and disseminated to the public in connection with the Global Offering, provided that no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the Overall Coordinators for their review and confirmation not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any law or regulation applicable to it;
- 10.1.17 cooperating with and fully assisting, and procuring members of the Group, Controlling Shareholder(s), and using best endeavours to procure 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 Joint Sponsors, the Underwriters, the Overall Coordinators and the CMIs, to facilitate its performance of its duties, as the case may be, as a Joint Sponsor, an 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
- 10.1.18 giving every assistance, and procuring the members of the Group, Controlling Shareholder(s), and using best endeavours to procure 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 Joint Sponsors, the Underwriters, the Overall Coordinators 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 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:** provide to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or any of the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Capital Market Intermediaries in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation, and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of any other relevant Authority);
- 10.3 **Receiving Bank, Nominee and H Share Registrar and HK eIPO White Form Service Provider:** procure that each of the Receiving Bank, the Nominee and the H Share Registrar and the HK eIPO White Form 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 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.4.1 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;
- 10.4.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of any of the Joint Sponsors or the Overall Coordinators has or will or could reasonably be expected to have material adverse effect on the Global Offering;
- 10.4.3 on or prior to the Listing Date, take any steps which, in the sole and absolute opinion of any of the Joint Sponsors or the Overall Coordinators, are or will or could reasonably be expected to be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus;
- 10.4.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
- 10.4.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend any constitutional document of the Company including the Articles of Association (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); and

- 10.4.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators, 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 Joint Sponsors and the Overall Coordinators (for themselves 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.
- 10.5 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.6 **Legal and regulatory compliance:** comply with all applicable Laws (including the rules, regulations, codes, requirements of the SEHK, the SFC and any other Authority) including:
  - 10.6.1 conducting the Group's business and affairs in material respects in compliance with all applicable Laws;
  - 10.6.2 delivering to the SEHK as soon as practicable before the commencing of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Appendix 5, Form F of the Listing Rules;
  - 10.6.3 procuring that the audited accounts of the Company for the financial year ending December 31, 2023 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
  - 10.6.4 complying 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 any information required by the SEHK, the SFC and any other Authority to be announced and disseminated to the public;

- 10.6.5 providing to the Joint Sponsors and the Overall Coordinators (for themselves 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 Joint Sponsors and Overall Coordinators 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 Joint Sponsors and/or the Overall Coordinators may reasonably require;
- 10.6.6 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and procuring that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.7 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 10.6.8 complying with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;
- 10.6.9 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.6.10 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;
- 10.6.11 provide to the Overall Coordinators all reasonable assistance to enable them to report and provide the following information to the SFC and the Stock Exchange in a timely manner:
  - (a) any instances of material non-compliance with the Listing Rules or such other regulatory requirements or guidance as issued by the Stock Exchange, including placing activities conducted by themselves or the Company; and
  - (b) if any of the Overall Coordinators ceases to act as the Company's Overall Coordinators at any time after its appointment and before completion of the Global Offering, the reasons for ceasing to act as an Overall Coordinator and to provide a confirmation on whether the Company had any disagreement with the Overall Coordinator;

- 10.6.12 ensure and procure that no rebates have been, directly or indirectly, provided by the Company, its Controlling Shareholders, directors or syndicate members to any placees or investor of the Offer Shares and the consideration payable by them is the same as the final offer price determined by the Company;
  - 10.6.13 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;
  - 10.6.14 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 Overall Coordinators in accordance with paragraph 19 of Appendix 6 to the Listing Rules;
  - 10.6.15 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;
  - 10.6.16 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;
  - 10.6.17 keep the Overall Coordinators informed of any material change to the information previously given to the Stock Exchange and the SFC under Clause 10.1.18, and to enable the Overall Coordinators 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;
  - 10.6.18 comply, cooperate and assist with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator; and
  - 10.6.19 provide to or procure for the Overall Coordinators all necessary consents to the provision of the information referred to in Clauses 10.1.17, 10.1.18 and 10.6.14 to 10.6.18 to them.
- 10.7 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been, are being or will promptly be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions

for which they were established and to allow compliance by the Company, the Board or its board of Supervisors 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 control report;

10.8 **Compliance Advisor:** maintain the appointment of such compliance advisor and obtain advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable laws, rules and regulations in such manner and for such period as set out in Rules 3A.19 and 3A.20 of the Listing Rules;

10.9 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or 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, and, in connection therewith, further:

10.9.1 inform the SEHK of such change or matter if so required by the Joint Sponsors or the Overall Coordinators;

10.9.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval (unless otherwise directed by the SEHK) and publish such documentation in such manner as the SEHK or the Joint Sponsors or the Overall Coordinators may require;

10.9.3 at its expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares; and

10.9.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators,

and 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; and

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

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

## 11 TERMINATION

11.1 **Termination events:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled in their absolute discretion by notice (in writing) to the Company to terminate this Agreement with immediate effect if prior to 8:00 a.m. on the Listing Date:

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

- (a) any or a series of national, regional or international event(s) or circumstance(s) in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, epidemic, pandemic (including Severe Acute Respiratory Syndrome (SARS), Coronavirus Disease 2019 (COVID-19), H1N1 and H5N1), or interruption or delay in transportation, outbreak, escalation, mutation or aggravation of disease, economic sanctions, withdrawal of trading status or privileges, strikes, labour disputes, lock-outs, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, calamity, 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), paralysis in government operations, in or directly or indirectly affecting the Hong Kong, the PRC, the United States, the United Kingdom, Singapore or the European Union (taken as a whole) or any other jurisdiction relevant to the Group (collectively, the "**Relevant Jurisdictions**"); or
- (b) any change, or any development involving a prospective change, or any event or circumstance or series of events 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 without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or 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 the Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), the PRC, New York (imposed at Federal or New York State level or other competent Authority), London, European Union (as a whole) 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 Jurisdiction; or
- (e) any new Law, or any change or any development involving a prospective change or any event or circumstance likely to result in a change or a development involving a prospective change in (or in the interpretation or application by any court or other competent Authority of) existing Laws, in each case, in or affecting any of the Relevant Jurisdictions; or
- (f) the imposition of sanctions or the withdrawal of trading privileges, in whatever form, directly or indirectly, under any sanction Laws, or regulations in any Relevant Jurisdiction; or
- (g) a change or development involving a prospective change in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the United States dollar, Hong Kong dollar, Euro, British pound or the Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the currency of the United States dollar or RMB is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting investments in the Offer Shares generally; or
- (h) any litigation, dispute, legal action or claim, regulatory or administrative investigation being threatened or instigated or announced against any member of the Group or any Director; or
- (i) a contravention by any member of the Group or any Director or any Supervisor of the Listing Rules or 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 H 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 SEHK and/or the SFC; or

- (l) any 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) any valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity or an 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 with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group,

which, individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (i) has or will have or likely to have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group as a whole; or (ii) has or will have or could reasonably be expected to have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or (iii) makes or will make or is reasonably expected to make it inadvisable or inexpedient or impracticable or incapable for 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 have or could reasonably be expected to have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators:

- (a) that any statement contained in any of the Hong Kong Prospectus, the Formal Notice, the Preliminary Offering Circular, the PHIP and/or in any notices, announcements, circulars, 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 forecast, estimate, 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 and based on reasonable grounds or reasonable assumptions; or

- (b) that 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, or misstatement in, any of the Offer Related Documents (including any supplement or amendment thereto); or
- (c) any material breach of any of the obligations imposed upon any party to this Agreement or the International Underwriting Agreement or any of the Cornerstone Agreements (other than upon any of 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 material liability of any of the Indemnifying Parties pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement or the Cornerstone Agreement(s), as applicable; or
- (e) any Material Adverse Change; or
- (f) any breach of, or any event or circumstance rendering untrue or incorrect, incomplete in any respect or misleading, any of the representations, warranties, agreements and undertakings given by the Company and the Controlling Shareholders in Warranties under this Agreement or the International Underwriting Agreement or the Cornerstone Agreement(s), as applicable; or
- (g) the Chairman, the Chief Executive Officer or Chief Financial Officer, a Director or a Supervisor or any member of senior management of the Company vacating his or her office; or
- (h) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the H Shares pursuant to the terms of the Global Offering; or that approval by the Listing Committee of the SEHK of the listing of, and permission to deal in, the H Shares to be issued or sold under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

- (i) the Company withdraws any of the Offer Related Documents or the Global Offering; or
- (j) any person (other than the Joint Sponsors) has withdrawn or is subject to withdrawing its consent to being named in the Hong Kong Prospectus or to the issue of any of the Hong Kong Public Offering Documents; or
- (k) a Director or a Supervisor 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 being subject to any disciplinary proceedings in any Relevant Jurisdiction (including, in particular, the CSRC and its local branches and representative offices); or
- (l) a competent Authority in any Relevant Jurisdiction (including, in particular, the CSRC and its local branches and representative offices) 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 any Supervisor or a member of the Company's senior management as named in the Hong Kong Prospectus; or
- (m) 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 with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group; or
- (n) that 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, or any Cornerstone Investment Agreement is terminated or repudiated.

For the purpose of this Clause 11.1 only, the exercise of right of the Overall Coordinators under this Clause 11.1 shall be effective if any one of the Joint Sponsors and the Overall Coordinators in number elects to exercise such right, and such exercise shall be final, conclusive and binding on the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Intermediaries.

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

11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination; and

11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement).

## 12 INDEMNITY

12.1 **Indemnity:** Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them and each of their respective Indemnified Parties to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ or proceeding (including any investigation or inquiry by or before any Authority)) and Taxation (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgement, 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, without limitation, all payments, costs (including without limitation, 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:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proofs, the PHIP, the OC Announcement and any notices, announcements, circulars, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global

Offering, the roadshow materials and other investor communication materials, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Underwriters, the Capital Market Intermediaries or any of them) (collectively, the "**Related Public Information**"); or

- 12.1.2 any of the 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; or
- 12.1.3 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, inaccurate in any material respects or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a material fact necessary in order to make it not misleading; or
- 12.1.4 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.5 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
- 12.1.6 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.7 the execution, delivery or performance by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them of their or its obligations and roles under this Agreement or otherwise in connection with the Global Offering; or

- 12.1.8 any act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or
- 12.1.9 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct (in respect of the Company's failure to provide assistance to the Joint Sponsors for their compliance with the Code of Conduct) or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.10 any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules, the Articles of Association or applicable Laws; or
- 12.1.11 any breach or alleged breach by any member of the Group or any director thereof or the Controlling Shareholders of applicable Laws; or
- 12.1.12 any breach or alleged failure by the Company or the Controlling Shareholders of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.13 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding; or
- 12.1.14 any breach or alleged breach by the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.15 any other matter arising in connection with the Global Offering.

Provided, however, that the indemnity provided for in Clause 12.1.7 shall not apply in respect of any Indemnified Party to the extent where any such Proceeding made against, or any such Loss suffered by, such Indemnified Party is finally judicially determined by a court of competent jurisdiction or finally determined by a properly constituted arbitral panel (as the case may be) to have arisen solely and directly out of any fraud, gross negligence or wilful default on the part of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters or any of them. The non-application of the indemnity provided for in this Clause in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties, and any settlement or compromise of or consent to the entry of judgment with respect to any Proceeding or Loss by any of the Indemnified Parties shall not affect the application of such indemnity or any right, claim, action or demand any of the Indemnified Parties may have or make against the Indemnifying Party under this Clause 12 or otherwise under this Agreement in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to,

any Indemnifying Party to recover any 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 Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, provided that the foregoing shall not be taken to exclude, except as provided in Clause 3.13, any liability of any Indemnified Party in relation to the performance of its obligations and roles under this Agreement or the Global Offering unless and to the extent that they are finally judicially determined by the court of competent jurisdictions or finally determined by a properly constituted arbitral panel (as the case may be) to have arisen solely and directly out of or in connection with fraud, gross negligence or willful default on the part of the Indemnified Parties.

- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall (subject to any restrictions imposed by any Law) promptly give notice thereof to the Joint Sponsors and Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect which the indemnity provided for in this Clause 12 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 Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred, it being understood that such Indemnifying Party shall not be liable for the fees and expenses of more than one separate counsel (in addition to any local counsel) in any one Proceedings or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings.

12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance 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 judgement, in relation to any Proceeding 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 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. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. 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 herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

12.6 **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:

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

12.6.2 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



- 12.6.3 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.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 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 any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, 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.
- 12.10 **Taxation:** If a payment under this Clause 12 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.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue 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.
- 12.12 **Rights of Indemnified Parties:** Each of the Indemnified Parties that is not a party to this Agreement shall have the right under the Contracts (Rights of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 12.12) to enforce his or its rights under this Clause 12. For the avoidance of doubt, the relevant Indemnified Parties are not required to obtain consent, written or otherwise, of the Joint Sponsors, the Joint Global Coordinators, the Joint Lead Managers, the Co-Lead Manager, the Joint Bookrunners or the Hong Kong Underwriters before such person may bring proceedings to enforce the terms of this Clause 12. Save as provided in this Clause 12.12, Indemnified Parties that are not parties to this Agreement will not be entitled directly to enforce their rights under this Agreement, under the

Contracts (Rights of Third Parties) Ordinance or otherwise. Each of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager and the Hong Kong Underwriters will remain free to agree among themselves to terminate this Agreement to the extent permitted by its terms or to agree to vary any of its terms without the consent of any other Indemnified Parties and none of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or the Hong Kong Underwriters will have responsibility to any other Indemnified Parties under or as a result of this Agreement.

## 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 dispatched by any Warrantor (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 SEHK, 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 Joint Sponsors and the Overall Coordinators:** Each of the Warrantors jointly and severally undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will discuss with the Joint Sponsors and the Overall Coordinators any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, within 6 months following the date of the Hong Kong Prospectus which may conflict in any respect with any statement in the Hong Kong Prospectus. The restrictions contained in this Clause shall continue to apply after the completion or termination of this Agreement for the above 6 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 Joint Sponsors or the Overall Coordinators still remain as sponsor or adviser to the Company, the termination of this Agreement.

## 14 NOTICES

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

14.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 14.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

14.2.4 if sent by email, immediately after the e-mail is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the e-mail has not been delivered;

14.2.5 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.

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.

14.3 **Details of contact:** The relevant address, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 14.4, are as follows:

If to the **Company**, to:

*Unit 901-909, 9th Floor, Building 2, Chengdu East Aviation Center, 32 Lingang Road, Shuangliu District, Chengdu, Sichuan Province, PRC*

Fax : 86 028 62588308

Email : zengm@dekanggroup.com

Attention : Zeng Min

If to **Mr. Wang Degen**, to:

*No. 1-1, Building 17, 1 Hebin Road, Jinjiang District, Chengdu, Sichuan Province, PRC*

Fax : 86 028 62588308

Email : wangdg@dekanggroup.com

If to **Sichuan Desheng Ronghe Group Co. Ltd.**, to:

*No. 168, Tengfei 3rd Road, Shuangliu Southwest Airport Economic Development Zone, Chengdu, China (Sichuan) Pilot Free Trade Zone, PRC*

Email : wangdg@dekanggroup.com

If to **CICC**, to:

29th Floor, One International Finance Centre

1 Harbour View Street, Central

Hong Kong

Fax : +852 2872 2100  
Email : IB\_Harvest\_2022@cicc.com.cn  
Attention : Li Yan

If to **CITI**, to:

50/F, Champion Tower, 3 Garden Road

Central, Hong Kong

Fax : +852 3009 3378

Email : projectharvest2022.ap.w@citi.com

Attention : Raymond Lei

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter.

14.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 14.3, provided that such notification shall only be effective on:

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

14.4.2 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.

## 15 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

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

15.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates) shall be referred to arbitration and finally settled under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. 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. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this

Clause. Notwithstanding the above, each of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries shall also have the sole right:

15.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to any dispute arising out of or in connection with this Agreement; or

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

Once a dispute is referred to arbitration or court proceedings are commenced, the other party or parties to the arbitration or court proceedings shall irrevocably submit to, respectively, the arbitration or the jurisdiction of the court in which such proceedings have been commenced.

15.3 **Submission to jurisdiction:** Subject to Clause 15.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of that jurisdiction.

15.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 15 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

15.5 **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 14.

15.6 **Process agent:** The Controlling Shareholders irrevocably appoint the Company which has established a place of business in Hong Kong at 5<sup>th</sup> Floor, Manulife Place, 348 Kuwn Tong Road, Kowloon, Hong Kong, as their authorized agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders 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 the Controlling Shareholders, the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and Overall Coordinators 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 Joint Sponsors and Overall Coordinators shall be entitled to

appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. 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 or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors and Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Joint Sponsors and Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

- 15.7 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or the Controlling Shareholders 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), 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 judgement, 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), the Company or the Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

## 16 CONFIDENTIALITY

- 16.1 **Information confidential:** Subject to Clause 16.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees and agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.
- 16.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:

16.2.1 required by applicable Laws;

- 16.2.2 required by or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement for disclosure of information has the force of law;
- 16.2.3 required to vest the full benefit of this Agreement in such party;
- 16.2.4 disclosed to the professional advisers and auditors of such party under a duty of confidentiality;
- 16.2.5 the information has come into the public domain through no fault of such party;
- 16.2.6 required by any Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor, Overall Coordinator, Hong Kong Underwriter, Capital Market Intermediary or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party 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
- 16.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld,

provided that, in the cases of Clauses 16.2.3 and 16.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

- 16.3 **Full force:** The restrictions contained in this Clause 16 shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

## 17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:**
  - 17.3.1 This Agreement shall be binding on, and enure for the benefit of, the parties hereto and their respective successors, personal representative and permitted assigns.

- 17.3.2 Each of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries may assign, in whole or in part, the benefits of, or interest or right under this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any person. Save as aforementioned, no party to this Agreement, nor any Indemnified Persons 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. Obligations under this Agreement shall not be assignable.
- 17.4 **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 Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters, the Capital Market Intermediaries 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 Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters or the Capital Market Intermediaries, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager or the Joint Sponsors, the Hong Kong Underwriters or the Capital Market Intermediaries, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.



- 17.7 **Entire agreement:** This Agreement, together with the Sponsor-OCs Engagement Letters (in the case of the Joint Sponsors and Overall Coordinators) and together with the CMI Engagement Letters (in the case of the CMIs), constitute the entire agreement between the Company, the Controlling Shareholders, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes, any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. If any terms herein this Agreement are inconsistent with that of the Sponsor-OCs Engagement Letters and the CMI Engagement Letters, the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorizes 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.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Rights of third parties:** Subject to Clause 17.11.1, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance:

17.11.1 Indemnified Parties may enforce and rely on Clause 12 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party.

17.11.2 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 17.11.1 and the Joint Sponsors, the Joint Global Coordinators, the Joint Lead Managers, the Co-Lead Manager, the Joint Bookrunners, 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.

17.12 **Taxation:** All payments to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes unless such withholding or deduction is required by Law. If any Taxes are required by Law to be deducted or withheld in connection with such payments, or if a Hong Kong Underwriter, a Joint Global Coordinator, an Overall Coordinator, a Joint Sponsor or Capital Market Intermediary is required by any Authority to pay any Taxes (other than taxes imposed on a Joint Sponsors, Joint Global Coordinator, Overall Coordinator, Underwriter or Capital Market Intermediaries in respect of net income by a taxing Authority in a jurisdiction wherein the relevant Joint Sponsor, Joint Global Coordinator, Overall Coordinator, Underwriter, Capital Market Intermediary is incorporated or resident for tax purposes arising out of any commission or fees received by any such party pursuant to this Agreement) as a result of executing, delivery or performing its obligations under, or receiving a payment or enforcing its rights under this Agreement or the transactions contemplated hereunder, the Company or the Controlling Shareholders, as the case may be, 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 the relevant Hong Kong Underwriters, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors or the Capital Market Intermediaries, 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 Joint Global Coordinator, an Overall Coordinator, a Joint Bookrunner, the Joint Lead Managers, the Co-Lead Manager, a Joint Sponsor or the Capital Market Intermediaries 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 (other than taxes imposed on a Joint Sponsor, Joint Global Coordinator, Overall Coordinator, Underwriter or Capital Market Intermediary in respect of net income in China where the relevant Joint Sponsor, Joint Global Coordinator, Overall Coordinator, Underwriter, Capital Market Intermediary is incorporated or resident for tax purposes in China arising out of any commission or fees received by any such party pursuant to this Agreement), the Company or the Controlling Shareholders, as the case may be, will pay such additional amount together with the relevant payment as will ensure that the aggregate of the sums received shall, after all PRC Taxes paid, leave the relevant Hong Kong

Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary with 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 Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary, use reasonable efforts to give such assistance as such Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary may reasonably request to assist such Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary in discharging its obligations in respect of such PRC Taxes, including by making filings and submissions on such basis and such terms as such Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary reasonably request, promptly making available to such Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary notices received from any PRC Authority and, subject to the receipt of funds from such Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Market Intermediary, by making payment of such funds on behalf of such Hong Kong Underwriter, Joint Global Coordinator, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, the Co-Lead Manager, Joint Sponsor or Capital Market Intermediary to the relevant PRC Authority in settlement of such PRC Taxes.

17.13 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in its sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.

17.14 **No right of contribution:** The Controlling Shareholders hereby irrevocably and unconditionally:

17.14.1 waives 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;

17.14.2 acknowledges and agrees 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

17.14.3 undertakes (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, Supervisor, 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.

17.15 **Further Assurance:** The Company and the Controlling Shareholders shall from time to time, on being required to do so by the Joint Sponsors and the Overall Coordinators 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 Joint Sponsors and the Overall Coordinators may require to give full effect to this Agreement and secure to the Hong Kong Underwriters, the Joint Lead Managers, the Co-Lead Manager, Joint Bookrunners, the Joint Sponsors, the Capital Market Intermediaries or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

17.16 **Professional Investors:** Each of the Controlling Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 5 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean each of the Company and the Controlling Shareholders, and "**we**" or "**us**" or "**our**" shall mean the Overall Coordinators (on behalf of the Underwriters).

17.17 **Recognition of the U.S. Special Resolution Regime.**

17.17.1 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.

17.17.2 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.

In this Clause 17.17:

**"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).

**"Covered Entity"** means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); or (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

**"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.

**"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.

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

17.19 **Officer's Certificates:** Any certificate signed by any authorized officer of the Company or of any of the other members of the Group and delivered to the Joint Global Coordinators, Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Co-Lead Manager, the Joint Sponsors, the Capital Market Intermediaries or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Global Coordinator, Overall Coordinator, Joint Sponsor, Underwriter or Capital Market Intermediary. Any certificate signed by Mr. Wang Degen or any officer or any officer of the Controlling Shareholders and delivered to the Joint Global Coordinators or the Joint Sponsors, the Overall Coordinators or the Capital Market Intermediaries or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Controlling Shareholder, as to matters covered thereby to each Joint Global Coordinator, Joint Sponsor, the Overall Coordinator, Underwriter or the Capital Market Intermediary.

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

**SIGNED by Yao Hailong (姚海龍)**  
for and on behalf of  
**Dekon Food And Agriculture Group**  
四川德康農牧食品集團股份有限公司

) 姚海龍  
)  
)  
)

**SIGNED by**  
**Wang Degen (王德根)**

)  
)

**SIGNED by Wang Degen (王德根)**  
for and on behalf of  
**Sichuan Desheng Ronghe Group Co. Ltd.**  
四川德盛榮和實業集團有限公司

)  
)  
)  
)

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

SIGNED by Yao Hailong (姚海龍) )  
for and on behalf of )  
Dekon Food And Agriculture Group )  
四川德康農牧食品集團股份有限公司 )

SIGNED by )  
Wang Degen (王德根) )



SIGNED by Wang Degen (王德根) )  
for and on behalf of )  
Sichuan Desheng Ronghe Group Co. Ltd. )  
四川德盛榮和實業集團有限公司 )



**SIGNED** by )  
**YANG Sulan, Managing Director** )  
for and on behalf of )  
**CHINA INTERNATIONAL CAPITAL** )  
**CORPORATION HONG KONG** )  
**SECURITIES LIMITED** )





**SIGNED** by )  
**YANG Sulan, 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) )



**SIGNED** by  
**QIAN Yewen, Managing Director**  
for and on behalf of  
**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

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**SIGNED by**

**QIAN Yewen, Managing Director**

for and on behalf of

**CITIGROUP GLOBAL MARKETS**

**ASIA LIMITED**

as attorney for and on behalf of each of the other

**HONG KONG UNDERWRITERS**

(as defined herein)

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**SCHEDULE 1**  
**THE HONG KONG UNDERWRITERS**

<u>Hong Kong Underwriters</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
<b>China International Capital Corporation Hong Kong Securities Limited</b> 29th Floor, One International Finance Centre 1 Harbour View Street, Central Hong Kong	See below	See below
<b>Citigroup Global Markets Asia Limited</b> 50/F, Champion Tower 3 Garden Road, Central Hong Kong	See below	See below
<b>China Everbright Securities (HK) Limited</b> 33/F, Everbright Centre 108 Gloucester Road Wan Chai Hong Kong	See below	See below
<b>BOCI Asia Limited</b> 26/F, Bank of China Tower 1 Garden Road Central, Hong Kong	See below	See below
<b>ABCI Securities Company Limited</b> 10/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong	See below	See below
<b>China Galaxy International Securities (Hong Kong) Co., Limited</b> 20/F Wing On Centre 111 Connaught Road Central Hong Kong	See below	See below
<b>CMBC Securities Company Limited</b> 45/F, One Exchange Square 8 Connaught Place Central Hong Kong	See below	See below
<b>ICBC International Securities Limited</b> 37/F ICBC Tower 3 Garden Road Hong Kong	See below	See below
<b>CMB International Capital Limited</b> 45/F, Champion Tower 3 Garden Road	See below	See below

Central Hong Kong		
<b>Citrus Securities Limited</b> Room 2201 22/F OfficePlus@Wan Chai 303 Hennessy Road Wanchai Hong Kong	See below	See below
<b>Valuable Capital Limited</b> RM 3601-06 & 3617-19, 36/F China Merchants Tower Shun Tak Centre 168-200 Connaught Road Central Hong Kong	See below	See below
<b>Silverbricks Securities Company Limited</b> Rooms 1004-1006, 10/F. China Merchants Tower, Shun Tak Centre 168-200 Connaught Road Central, Sheung Wan Hong Kong	See below	See below
<b>Total</b>	2,691,200	100%

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

$$A = B/C \times 2,691,200$$

Where:

"A" is the maximum number of the Hong Kong Offer Shares to be underwritten by the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 2,691,200, and (iii) the number to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

"B" is the respective number of the International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement. For the avoidance of doubt, B is deemed to be zero if neither the relevant Hong Kong Underwriter nor any of its affiliates is an International Underwriter (as defined in the International Underwriting Agreement); and

"C" is the aggregate number of the International Offer Shares (as defined in the International Underwriting Agreement) which all the International Underwriter (as defined in the International Underwriting Agreement) and their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

**SCHEDULE 1A**  
**THE CONTROLLING SHAREHOLDERS**

<b><u>Controlling Shareholder</u></b>	<b><u>Address</u></b>	<b><u>Email</u></b>
Mr. Wang Degen(王德根)	No. 1-1, Building 17, 1 Hebin Road, Jinjiang District, Chengdu, Sichuan Province, PRC	wangdg@dekanggroup.com
Sichuan Desheng Ronghe Group Co. Ltd. (四川德盛 榮和實業集團有限公司)	No. 168, Tengfei 3rd Road, Shuangliu Southwest Airport Economic Development Zone, Chengdu, China (Sichuan) Pilot Free Trade Zone, PRC	wangdg@dekanggroup.com

## **SCHEDULE 2 THE WARRANTIES**

### **Part A**

#### **Representations and warranties of the Company and the Controlling Shareholders**

Each of the Company and the Controlling Shareholders, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the Capital Market Intermediaries and each of them as follows:

**1. Accuracy of Information**

- 1.1 each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular does not and will not contain an untrue statement of a material fact or 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 do not apply to statements or omissions in the Hong Kong Prospectus and the Preliminary Offering Circular based upon information relating to any Hong Kong Underwriter furnished to the Company in writing by or on behalf of any such Hong Kong Underwriter expressly and specifically for use therein. For the purposes of this Agreement, the only information furnished in writing to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use in the Hong Kong Prospectus and the Preliminary Offering Circular is their respective 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, projected cash flows and working capital, future plans, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation, impact arising out of COVID-19, recent regulatory changes and fair value and prices of biological assets,) disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) have been made after due, careful and proper consideration, (B) are and remain based on grounds and assumptions referred to in each of the Offering Documents or otherwise based on reasonable and fair grounds and where appropriate, based on reasonable assumptions, (C) are and will be truly and honestly held by the Company and the Directors and are and will be fairly based and the Company and the Directors have taken into account all facts and matters which are or may be material, and (D) 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 Controlling Shareholders, and/or any of their respective directors the omission of which would make any such statement or expression misleading;
- 1.3 each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains and will contain (A) all information and particulars required 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 H Shares on the SEHK (unless any such requirement has been waived or exempted by relevant authorities), and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed

assessment of the business, condition (financial or other), 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 H Shares;

- 1.4 all public notices, announcements and advertisements in connection with the Global Offering (including the Formal Notice) and all filings and submissions provided by or on behalf of the Company, the Subsidiaries, the Controlling Shareholders, and any of their respective directors, supervisors, officers, employees, affiliates (as defined in Rule 501(b) under the Securities Act, "**Affiliates**") or agents, to the SEHK, the SFC and the CSRC 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 Joint Global Coordinators and the Overall Coordinators, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material, and (B) will not, without the prior written consent of the Joint Global Coordinators and the Overall Coordinators, prepare, make, use, authorise, 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 PHIP does not constitute a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any, or an invitation to the public to make offers to subscribe for or purchase any securities, or 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;
- 1.8 the statements set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) under the captions "Capitalization and Indebtedness", "Share Capital", "Appendix III – Taxation and Foreign Exchange", "Appendix IV – Summary of Principal PRC and Hong Kong Legal and Regulatory Provisions" and "Appendix V – Summary of the Articles of Association", 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" , "Appendix III – Taxation and Foreign Exchange", "Appendix IV – Summary of Principal PRC and Hong Kong Legal and Regulatory Provisions" and "Appendix V – Summary of the Articles of Association", insofar as they purport to describe the provisions of Laws affecting or with respect to the business of the Company or the Subsidiaries, (D) under the captions "Taxation", and "Appendix VI – 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 and Corporate Structure", "Business" 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 and Corporate Structure" and "Appendix VI – Statutory and General Information" insofar as they purport to describe the events, transactions, documents of the history of the Group, the Government Authorisations, the



independence of parties with whom the Group has entered transactions with as mentioned in those captions, documents and Governmental Authorisations related to such transactions, and (G) under the captions "Summary", "Risk Factors", "Industry Overview", "Regulatory Overview", "Business" and "Financial Information" insofar as they purport to describe any PRC Authority's policies, and effects and potential effects of these policies on the Company and the Subsidiaries, are true, complete and accurate in all material respects;

- 1.9 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 Controlling Shareholders or their respective directors, supervisors, officers, employees or agents to the SEHK, the SFC, the CSRC, the Joint Global Coordinators, the Overall Coordinators, the Joint Sponsors, the International Underwriters, the Hong Kong Underwriters, the Capital Market Intermediaries, the reporting accountants, the internal control consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the H 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)), the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Joint Sponsors (as the joint sponsors to the Company's application for the listing of the H Shares on the SEHK) of their obligations as the joint sponsors to the listing of the Company, and the responses to queries and comments raised by the SEHK or the SFC or the CSRC) 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 Public Offering Documents and the Preliminary Offering Circular, or otherwise notified to the SEHK and/or the SFC and/or the CSRC, as applicable, remains true, complete and accurate in all material respects and not misleading; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading;

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 Public Offering Documents 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 Public Offering Documents 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 general affairs, management, prospects, shareholders' equity, results of operations or position, 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 consolidated total income, profit before tax or profit of the Company 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 change in the capital stock, current liabilities, consolidated total assets or total liabilities, decrease in shareholders' equity, or increase in short-term debt or long-term debt of the Company and

Subsidiaries compared with amounts shown in the Company's latest audited consolidated balance sheet included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or (B) any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, business, prospects, shareholders' equity, results of operations or position, financial or otherwise, of the Company and the Subsidiaries, taken as a whole other than those disclosed in the Hong Kong Prospectus;

- 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, that, 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 save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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); (B) acquired, sold, transferred or otherwise disposed of any material assets 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; 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 and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (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 any material amounts owed and due to it on a timely basis; and, since the Latest Audited Balance Sheet Date, there has not been any material change or any development involving a prospective material change in or any development involving a prospective material change the relations of the business of the Group (as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular) with its customers or suppliers;
- 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 Public Offering Documents and the Preliminary Offering Circular present accurately and fairly the 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 International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board, and have been prepared in conformity with IFRS and the accounting policies of the Company applied on a consistent basis throughout the periods involved;

the selected financial data set forth under the captions "Summary — Summary of Historical Financial Information – Key Financial Ratios", "Summary —Recent Developments and no Material Adverse Change" and "Financial Information" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fairly present, on the basis stated in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the information included therein; (B) such consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents 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; (E) the pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents 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 pro forma net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any); (F) the depreciation of fixed assets has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) except as disclosed in each of the Hong Kong Public Offering Documents 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 Public Offering Documents and the Preliminary Offering Circular; (H) 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 Public Offering Documents or the Preliminary Offering Circular; and (I) to the Company's best knowledge after due and careful inquiry, there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

- 2.6 the memorandum of the Board on profit forecast for the year ending December 31, 2023 and on working capital forecast for the year ending December 31, 2023 and the year ending December 31, 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 and 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 and (ii) included in the planned capital expenditures and projected working capital as set forth in the section of each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular headed "Financial Information - Liquidity and Capital Resources" (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 after due and careful inquiry and the bases and assumptions stated in the Profit Forecast Memorandum and the Hong Kong Public Offering Documents or the Preliminary Offering Circular, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents or 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 December 31, 2023 and estimating the capital expenditures and the projected working capital of the Company for the two years ending December 31, 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 December 31, 2023 and fair and reasonable estimates by the Company of the estimated capital expenditures and the projected working capital of the Company for the two years ending December 31, 2024, as applicable;
- 2.8 the valuation of Level 3 financial assets and liabilities as included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared after due and careful inquiry by the Company, and is based on basis and assumptions which are fair and reasonable based on facts, events and circumstances known to the Company;
- 2.9 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 Reports**"), 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;
- 2.10 the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants and no material information was withheld from the Reporting Accountants for the purposes of their preparation of (A) the Accountant's Reports contained in the Hong Kong Prospectus and the Preliminary Offering Circular, (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 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 prepared by the Reporting Accountants;

- 2.11 no material information was withheld from the Reporting Accountants or the Hong Kong Underwriters, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors or the Capital Market Intermediaries for the purposes of their review of the unaudited pro forma financial information and all other pro forma consolidated financial statements, information or data, if any, of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or their review of the Company's profit forecast and cash flow projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures;
- 2.12 the unaudited consolidated management financial information of the Company and the Subsidiaries as of September 30, 2023 and for the period from January 1, 2023 to September 30, 2023 and other accounting records of the Company and the Subsidiaries (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or the Subsidiaries or to which any of the Company or the Subsidiaries was a party during the period from January 1, 2023 to September 30, 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 September 30, 2023 and the consolidated results of operations of the Company and the Subsidiaries for the period from January 1, 2023 to September 30, 2023; and there has been no material change in capital stock, total current assets or total current liabilities, decreases in shareholders' equity or increases in short term debt or long term debt of the Company and the Subsidiaries as of September 30, 2023 as compared to amounts shown in the latest audited consolidated balance sheet of the Company and the Subsidiaries as of September 30, 2023 included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and no material increases in net loss after tax of the Company and the Subsidiaries during the period from January 1, 2023 to September 30, 2023 as compared to the corresponding period in the preceding year;
- 2.13 (A) all statistical, market-related, operational, data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from the Company, including the information in respect of capacity, designed and actual stock volume, utilisation rate, prices of feed and feed ingredients, the number of employees (total number as well as number of employees by type) and number of owned and leased properties of the Company and the Subsidiaries 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 the Company's exposure to changes in, liquidity and foreign exchange rates, risk exposure estimates, sensitivity of the fair value of the biological assets to changes in estimated selling price and replacement cost as of the dates indicated therein, and limitations on such sensitivity analysis; (C) all statistical and market-related data and information included in each of the Hong Kong Public Offering Documents 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 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 each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the Directors to make proper assessments as to the financial position and prospects of the 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 authorisations, (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (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 IFRS, other relevant generally accepted accounting principles 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) since the Company's current management information and accounting control system has been in operation during which the Group has not 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 control 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 reasonably be expected to materially adversely affect, the Group's internal controls over accounting and financial reporting;

**3. The Company and the Group**

- 3.1 each and every (i) principal 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 Public Offering Documents 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 Public Offering Documents 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, save as described in each of the Hong Kong Public Offering Documents 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 organisation, with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and has been duly qualified to transact business and is in good standing (where applicable) under the Laws of each jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where failure to be so qualified would not, individually or in the aggregate, has 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 organisation, 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 Company and the Subsidiaries that have been established in the PRC has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite material certifications from each applicable PRC Authority; 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);
- 3.4 none of the Company, the Subsidiaries and the Controlling Shareholders, 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 their knowledge, threatened or judgement been rendered to declare (A) to wind up, liquidate, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or the Subsidiaries, 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 the Subsidiaries, except in each case as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or which could not reasonably be expected to have a Material Adverse Effect;
- 3.5 save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (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, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the Subsidiaries has valid title to all personal assets and revenue generating assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each real property, building and unit held under lease by the Company or the Subsidiaries 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 of the Subsidiaries is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto, subject to Bankruptcy Exception as defined below; (E) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or the Subsidiaries 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, except in each case of Clauses (A) through (E), such failure or non-compliance would not, individually or in the aggregate, result in a Material Adverse Effect; (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 other asset by the Company and/or the Subsidiaries; each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects except as would not, 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, individually or in the aggregate, result in a Material Adverse Effect; (H) neither the Company nor the Subsidiaries owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company as of May 31, 2023 included in each of the Hong Kong Public Offering Documents 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 Public Offering Documents and the Preliminary Offering Circular, other than those properties and assets the absence of which would not, individually or in the aggregate, result in a Material Adverse Effect;

- 3.6 the Company has the issued capital as set forth under the captions "Capitalization and Indebtedness" and "Share Capital" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued, (B) are fully paid and non-assessable, (C) were not issued in violation of any pre-emptive, resale rights, rights of first refusal or similar rights, (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents 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; 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 H 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 any Cornerstone Agreement;
- 3.7 each member of the Group is a legal person with limited liability, and the liability of the Company in respect of equity interests 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 have been duly authorised, registered and validly issued and are fully paid as required by PRC Laws and their respective articles of association, except for those whose time limit for making capital contribution has not expired according to their respective articles of association and non-assessable and are owned by the Company either directly or indirectly through wholly-owned Subsidiaries, free and clear of all Encumbrances; none of the issued shares of, capital stock of or ownership interests in the Subsidiaries was issued, or



subscribed to, in violation of the pre-emptive or similar rights of any shareholder of the Subsidiaries; and 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 the Subsidiaries;

- 3.8 the Company and its Subsidiaries that have been established in the PRC (other than those Subsidiaries that are joint stock limited liability companies) has been duly and validly established, all of such registered capital (in the form of shares or otherwise) has been validly issued and duly paid up to the extent required with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale rights, rights of first refusal or similar rights, except failure or non-compliance in respect of the matters described above could not reasonably be expected to have a Material Adverse Effect;

#### **4. The Offer Shares**

- 4.1 the Offer Shares to be issued and sold by the Company have been duly authorised 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 in all material respects to the descriptions thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, including the descriptions under the captions "Capitalization and Indebtedness", "Share Capital" and "Appendix V – Summary of the Articles of Association" 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 Public Offering Documents and the Preliminary Offering Circular, there are no restrictions on the holding, voting or subsequent transfers of the Offer Shares under the Laws of the PRC, Hong Kong or the United States, 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 by reason of being such a holder; the certificates for the Offer Shares, when issued, are in proper form to be legal and valid under all applicable Laws;

- 4.3 the classification of the share capital of the Company, the definition and existence of different classes of the Shares and the rights and obligations attached to each class of the Shares do not violate or in contradiction to any applicable PRC Laws; and the statements relating to each class of the Shares contained in each of the Hong Kong Prospectus, in the section headed "Share Capital" are true and accurate and not misleading;

#### **5. This Agreement and Operative Documents**

- 5.1 each of this Agreement, the International Underwriting Agreement and the Operative Documents has been duly and validly authorised, executed, and delivered by the Company and, when validly authorised, 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, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "**Bankruptcy Exception**");

- 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 the Subsidiaries is a party, by which the Company or the Subsidiaries is bound or to which any of the property or assets of the Company or any of the Subsidiaries is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or the Subsidiaries, (C) violate any applicable Law or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary, except, in the case of (A), (C) or (D), where such violation or breach could not reasonably be expected to have 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 H Shares on the Main Board of the SEHK from the Listing Committee of the SEHK and such approval has not been revoked, and approval from the CSRC for filing the application to list the H Shares on the main board of SEHK and the Global Offering was obtained on March 30, 2023 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 H Shares on the Main Board of the SEHK, all licenses, consents, franchises, permits, authorisations, 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, the Subsidiaries, any Controlling Shareholder, or any of their respective properties (each a "**Governmental Authorisation**") required or advisable under any applicable Law, or otherwise required or advisable to be obtained from or with any persons, in connection with (A) the Global Offering, (B) the issuance and sale of the Offer Shares, (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 Agreements and each of the agreements relating to the Global Offering to which the Company and/or any of the Controlling Shareholders is a party, and (D) the issuance, publication, distribution or making available of each of the Hong Kong Prospectus and the Application Forms, the Formal Notice, the Preliminary Offering Circular and the PHIP have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorisations may be revoked, suspended or modified;
- 6.3 save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, 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 fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give

the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) any 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 of the Subsidiaries is a party by which the Company or any of the Subsidiaries 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, except where in each case in Clauses (B) through (C), such failure or non-compliance could not reasonably be expected to have a Material Adverse Effect;

- 6.4 saved as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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, and is in compliance with, in all material respects, all Approvals and Filings and all Governmental Authorisations required under Environmental Laws (as defined below) except to the extent that such non-compliance would not 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 Subsidiaries under, or to materially interfere with or prevent compliance by the Company or any Subsidiaries 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 aggregate, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, except where in each case in Clauses (A) through (E) above, such failure or non-compliance could not reasonably be expected to have a Material Adverse Effect, 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 save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) is in all material respects, in compliance with any and all applicable Laws relating to the breeding and farming of pigs and yellow-feathered broilers and feed production and all Laws described or referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the caption "Regulatory Overview" ("**Applicable Laws**"), (B) has received and is in compliance with all permits, licenses, certifications or other approvals required of them under Applicable Laws to conduct their respective businesses except to the extent that such non-compliance would not, individually or in the aggregate, result in a Material Adverse Effect; and (C) have not received notice of any actual or potential material liability under or violation of any Applicable Laws;
- 6.6 save as disclosed in the Hong Kong Public Offering Documents 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 or advisable Governmental Authorisations, (A) to own, lease, license and use their property and assets and conduct their businesses as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except 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 Public Offering Documents and the Preliminary Offering Circular; and such Governmental Authorisations contain no burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; none of the Company and the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorisations; all such Governmental Authorisations are valid and in full force and effect; and each of the Company or the Subsidiaries is in compliance with the provisions of all such Governmental Authorisations, except 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;

- 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, the Controlling Shareholders and the Affiliates of the foregoing is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any of the Subsidiaries has property or assets or carries on business or in respect of which any Governmental Authorisation is required 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 Controlling Shareholders, their respective directors, supervisors, officers, or to the best knowledge of the Company and the Controlling Shareholders, their representatives, agents, Affiliates and employees or other person associated with or acting on behalf of the Company, the Subsidiaries, or the Controlling Shareholders (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (x) is located, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including Cuba, Iran, North Korea, the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine, Russia and Syria), (y) 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, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular captioned "Future Plans and Use of Proceeds", and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make

available such proceeds to the Subsidiaries 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, Russia 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 or the Cornerstone Agreement(s), 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 and the Subsidiaries further covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (F) that for the past five years, the Group Relevant Persons have not knowingly engaged in, are not now knowingly engaged in, and will not 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 Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any U.S. sanctions related to or administered by the United States government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (including the designation as a "specially designated national or blocked person" thereunder) U.S. Department of Commerce, or 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), Her 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, or other relevant sanctions authorities or other relevant sanctions Authority;

- 7.2 neither the Company, nor the Subsidiaries, nor the Controlling Shareholders, nor any director, supervisor, officer, of the Company or the Subsidiaries nor, to the best knowledge of the Company and the Controlling Shareholders after due and careful inquiry, any employee, representative, agent, Affiliate or other person associated with or acting on behalf of the Company, any of the Subsidiaries or any of the Controlling Shareholders 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 will continue to maintain and enforce, policies and procedures reasonably designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

- 7.3 none of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of any services, raw materials or any equipment, for the research and development, licensing of, and the production of the Group's product candidates, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of these raw materials or equipment, or (B) prohibited under any applicable Laws of, Hong Kong, the PRC, the United States or any other jurisdiction; and the Group maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value;
- 7.4 the operations of the Company and the Subsidiaries and the conduct of the Controlling Shareholders 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 anti-money laundering in all jurisdictions, including Hong Kong, the PRC and U.S. 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, the Subsidiaries or the businesses of the Company or the Subsidiaries or the Controlling Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company or the Controlling Shareholders, threatened;
8. **Provision of information to research analysts**
- 8.1 None of the Company, any members of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, 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 any members of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
9. **Material Contracts and connected transactions**
- 9.1 all contracts or agreements entered into within two years of the Hong Kong Prospectus Date (other than contracts entered into in the ordinary course of business) to which the Company or any of the Subsidiaries is a party that are required to be disclosed in the Hong Kong Public Offering Documents 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, in their entirety, without omission or

- redaction; no such Material Contracts will, without the written consent of the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators, 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, the Subsidiaries or to the best of the Company's knowledge, any other party to such Material Contract;
- 9.2 each of the Material Contracts in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Appendix VI - Statutory and General Information - Further Information about our Business - 1. Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exception;
- 9.3 save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Company or 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 on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or the Subsidiaries (as relevant) on six 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 save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company or the Subsidiaries, on one hand, and their respective customers or suppliers or joint venture partners, on the other hand, which would, individually or in the aggregate, result in a Material Adverse Effect;
- 9.6 the statements set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the captions "Summary – Future Plans and 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 Public Offering Documents 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 the Subsidiaries 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 of the Subsidiaries is a party, by which the Company or the Subsidiaries 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 of the Company or the Subsidiaries, (C) violate any statute, law, rule, regulation, judgment, order or decree of any Authority having jurisdiction over the Company or the Subsidiaries 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 the Subsidiaries, except, in the case of (A), (C) or (D), where such conflict, breach, violation, Encumbrance, default or breach could not reasonably be expected have a Material Adverse Effect; and all Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company, the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the net proceeds (other than those Approvals and Filings which are not required to be obtained or made) to be received by the Company from the Global Offering, for the purposes as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made;

- 9.7 save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there is no material contract, agreement or understanding between the Company or the Subsidiaries, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business;
- 9.8 in respect of the non-exempt and partially exempt continuing 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, (the "**Connected Transactions**"), (A) the statements set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the PHIP relating to the Connected Transactions are complete, true and accurate in all material respects, and there are no 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 Public Offering Documents, the Preliminary Offering Circular and the PHIP; (B) all material information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of the Company to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the legal and other professional advisers to the Underwriters, the SEHK and/or the SFC was so disclosed or made available in full and in good faith and except subsequently superseded, replaced, updated or corrected, remains complete, true and accurate in all material respects, and there is no other material information which has not been provided the result of which would make the information so received misleading; (C) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the PHIP 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; (D) the Company and each member of the Group has complied with and will continue to comply with, in all material respects, the terms of the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the PHIP so long as the agreement or arrangement relating thereto is in effect, and shall inform the Joint Sponsors promptly should there be any breach of any such terms before or after the listing of the H Shares on the SEHK; (E) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the PHIP has been duly authorised, 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; (F) each of the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and PHIP was and will be carried out by the Group in compliance with all applicable Laws in all material respects;

- 9.9 save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no material indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or the Subsidiaries, on the one hand, and any substantial shareholder (as defined under the Listing Rules) or any current or former director or officer of the Company or the Subsidiaries or any person connected with any of the foregoing persons (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other hand;
- 9.10 neither the Company nor the Subsidiaries is engaged in any transactions with its current or former directors, supervisors, 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 Public Offering Documents and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares in Hong Kong dollars to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority;
- 10.2 except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, PRC or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorisation in any of such jurisdictions; as used herein, "**Tax**", "**Taxes**" or "**Taxation**" means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of the Relevant Jurisdictions or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of the Relevant Jurisdictions or of any other part of the world, whether 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 or similar liabilities arising in respect of any taxation;
- 10.3 except as disclosed in each of the Hong Kong Public Offering Documents or 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 Hong Kong, the PRC 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 and in 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 within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial places thereof in the manner contemplated in the Hong Kong Public Offering Documents or the Preliminary Offering Circular, 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;
- 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 legal requirement or in respect of the Company or the Subsidiaries for Taxation purposes have been filed, except such failure would not, individually or in the aggregate, have 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 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, the Controlling Shareholders, or their respective directors, supervisors, officers or employees to the tax authorities, is true, complete and accurate in all material respects; all material 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 or that are being contested in good faith in appropriate proceedings, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or each of the Subsidiaries was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or the Subsidiaries that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (X) currently payable without penalty or interest or (Y) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (X) and (Y), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto reflected on the audited consolidated financial statements (and any notes thereto), except as would not, individually or in aggregate, result in a Material Adverse Effect;
- 10.6 the Subsidiaries are not 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 the Subsidiaries, from repaying to the Company any loans or advances to the Subsidiaries from the Company, or from transferring any of the properties or assets of the Subsidiaries to the Company; and, except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes, or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorisation in any of such jurisdictions;

## 11. **Experts**

- 11.1 (A) no material information was withheld from the Company's PRC Counsel, Industry Consultant, the Internal Control Consultant, the Biological Assets Valuer 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 Public Offering Documents 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 information or documents which have 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) all the assumptions made by the foregoing consultants and/or counsels in their respective Relevant Reports are considered by the Company to be reasonable and appropriate; (D) 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 omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (E) none of the Company and the Directors disagrees with any material 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 each of the experts stated in the section headed "Appendix VI – Statutory and General Information – Other Information – 7. Qualification of Experts" in each of the Hong Kong Public Offering Documents 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 none of the Company, its Affiliates, any of their respective directors, supervisors, officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Joint Global Coordinators and the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the H 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 H Shares;
- 12.2 none of the Company, its Affiliates, the Subsidiaries, any of their respective directors, supervisors, officers, 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 stabilisation or manipulation of the price

of any security of the Company or the Subsidiaries 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 Stabilising) 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 stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise;

**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 the Subsidiaries, 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 the Subsidiaries, 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 Company's 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 Controlling Shareholders 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 Public Offering Documents and the Preliminary Offering Circular and are not so described;
- 13.2 to the best knowledge of the Company, there are no investigations by any Authority pending to which the Company or the Subsidiaries, their respective former or existing directors, supervisors or officers or any of their respective property, assets or products is subject, and no such investigation is threatened or contemplated by any Authority; and none of the CSRC, China National Development and Reform Commission, China State Administration for Industry and Commerce, the Ministry of Agriculture and Rural Affairs of the People's Republic of China (the "MARA") and any other Authority having jurisdiction over the Company or any of the Subsidiaries, or any of their respective property or assets has, in its review and examination of the Company or any of the Subsidiaries, raised or identified any issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or the Subsidiaries, which could reasonably be expected to have a Material Adverse Effect;

**14. United States aspects**

- 14.1 the Company is a "foreign private issuer" as such term is defined in Rule 405 under the Securities Act;
- 14.2 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;
- 14.3 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)

has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902(c) under the Securities Act;

- 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) has paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement and the International Underwriting Agreement);
- 14.5 neither the Company nor any of the Subsidiaries has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Agreements and the Operative Documents;

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 Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or the Subsidiaries is made known in a timely manner to the Board and management (including its chief executive officer, chief financial officer and the Board, as appropriate) ("**Board and Management**") by others within those entities; (B) information required to be disclosed by the Company (including reports that it files or submits under any applicable Law) is accumulated and communicated to the Board and Management to allow timely decisions regarding required disclosures and such information is recorded, processed, summarized and reported in a timely manner and in any event within the time period required by applicable Laws; and (C) the Company and the Board and Management comply in a timely manner with the applicable Laws, and such disclosure and corporate governance controls and procedures are reasonably 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;
- 15.2 any material issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant 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 and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws in any material respect;

16. **Intellectual Property Rights**

- 16.1 (A) each of the Company and the Subsidiaries owns free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all material 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 Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them, and such rights and licenses held by the Company and/or the Subsidiaries in any Intellectual Property comprises all the rights and licenses that are necessary in connection with the business described in each

of the Hong Kong Public Offering Documents 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, subject to the Bankruptcy Exception; the Company and/or the Subsidiaries have complied with the terms of each such agreement which is in full force and effect, except where such non-compliance 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 fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or any of 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 any such agreement which could reasonably be expected to have a Material Adverse Effect; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Company and/or any of the Subsidiaries with respect to the Intellectual Property which could reasonably be expected to have 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 which could reasonably be expected to have a Material Adverse Effect; € to the best knowledge of the Company, 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 Hong Kong and the PRC or any other jurisdiction (where applicable) which could reasonably be expected to have a Material Adverse Effect; 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 in the PRC or Hong Kong (or any other relevant jurisdiction) 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 (A) any infringement or unauthorised use by third parties of any Intellectual Property; (B) any opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property; (C) any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any member of the Group; or (D) any facts or circumstances which would render any rights mentioned above invalid or inadequate to protect the interests of the relevant member of the Group or unenforceable, except in the case of (A) through (D) for matters which would not, individually or in the aggregate, result in a Material Adverse Effect;
- 16.3 the details of all registered Intellectual Property (including applications to register the same) owned or used by the Company and/or the Subsidiaries that are material to the business of the Group are set out in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- 16.4 to the best knowledge of the Company, the processes employed and the products and services sold, provided and dealt in by the Company and/or the Subsidiaries at any time within the last three years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those licensed to the Company and the Subsidiaries), save for any use or infringement that would not reasonably be expected to have a Material Adverse Effect;
- 16.5 to the best knowledge of the Company, all patentable and patented inventions made by employees of the Company and the Subsidiaries and used or intended to be used in the business of the Company and the Subsidiaries were made in the normal course of the duties of the employees concerned and there are no outstanding or potential claims against the Company or any of the Subsidiaries under any contract or under any

applicable Laws providing for employee compensation or ownership in respect of any rights or interests in Intellectual Property which could reasonably be expected to have a Material Adverse Effect;

- 16.6 (A) none of the Company nor any of the other members of the Group nor any discoveries, inventions, products or processes of the Company and other members of the Group described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the PHIP 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; and (B) there is no pending or 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, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim, in each case which could reasonably be expected to have a Material Adverse Effect;

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 under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (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 with the terms of each such agreement which is in full force and effect, and no 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; (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 defects relating to the Information Technology which have caused or might be expected to cause any substantial disruption or interruption in or to the business of the Company and/or the Subsidiaries; (G) each of the Company and the Subsidiaries has in place procedures 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) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without disruption to the

business of the Company and/or the Subsidiaries, except in each case in Clauses (A) through (H) above, such failure or non-compliance could not reasonably be expected to have a Material Adverse Effect;

- 17.2 (A) each of the Company and the Subsidiaries has complied with all applicable data protection Laws, guidelines and industry standards in all material respects; (B) neither the Company nor the Subsidiaries has received any notice, letter, complaint or allegation from the relevant data protection Governmental 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; and (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 which could reasonably be expected to have a Material Adverse Effect;

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

- 18.1 except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and in the ordinary course of business, (A) neither the Company nor any of the Subsidiaries 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 Subsidiaries are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or the Subsidiaries that is or was the employer of such person or established by the Company or the Subsidiaries in the name of the relevant present or past employees, except as would not, individually or in the aggregate, result in a Material Adverse Effect; (C) neither the Company nor any of 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 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; there are no proposals to terminate the employment or consultancy of any directors, key employees of the Company and/or the Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (F) none of the Company and the Subsidiaries has any 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 Governmental 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, 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, individually or in the aggregate, result in a Material Adverse Effect; (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 any of 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 reasonable notice without compensation (except for statutory compensation) and; (I) there are no claims pending or to the Company's best knowledge, threatened or capable of arising against the Company and/or any of 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, 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; (J) neither the Company nor any of the Subsidiaries has any redundancy plans material to the Group as a whole with respect to its employees which are to be implemented as of the date hereof;

- 18.2 no labor dispute, work stoppage, slow down or other conflict with the employees of the Company or the Subsidiaries exists, is imminent or to the Company's best knowledge, is threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, contractors or customers, in each case which could reasonably be expected to have a Material Adverse Effect;

## 19. **Insurance**

- 19.1 each of the Company and the Subsidiaries is insured by insurers of recognised financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or the Subsidiaries, or their respective businesses, assets and employees are in full force and effect; the Company and the Subsidiaries are in all material aspects in compliance with the terms of such policies and instruments; there are no claims by the Company or the Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause that could reasonably be expected to have a Material Adverse Effect; none of the Company and the Subsidiaries has been refused any material 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 PRC and Hong Kong, none of the Company, the Subsidiaries, the Controlling Shareholders, 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 hereof 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 Hong Kong and the PRC;

20.2 the choice of law provisions set forth in this Agreement and the International Underwriting Agreement do not contravene the Laws of Hong Kong and the PRC, and will be recognised by the courts of Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the agreement of the Company to resolve any dispute by arbitration at the HKIAC, 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 and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Company under the this Agreement and the International Underwriting Agreement to arbitration and the agreement that this Agreement and the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of 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 and the International Underwriting Agreement will be recognised and enforced in the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

21. **Listing Rules and Hong Kong law compliance**

21.1 the Directors and the Supervisors collectively have the experience, qualifications, competence and integrity to manage the Company's business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the SEHK under the Listing Rules and other legal or regulatory requirements relevant to their roles;

21.2 except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Directors or the Supervisors (or his/her associates (as defined in the Listing Rules)), either alone or in conjunction with or on behalf of any other person, is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or the Subsidiaries, none of the Directors or the Supervisors (or his/her associates (as defined in the Listing Rules)), 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 the Subsidiaries; none of the Directors or the Supervisors, 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 the Subsidiaries which is subsisting and which is material in relation to the business of the Group;

21.3 all the interests or short positions of each of the Directors and the Supervisors 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 Public Offering Documents and the Preliminary Offering Circular; and save as disclosed in the Hong Kong Public Offering Documents 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 Public Offering Documents 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 indebtedness (actual or contingent) and no 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 Guidance Letter HKEX-GL43-12 issued by the Stock Exchange in October 2012 and as updated in July 2013 and March 2017 and the Guidance Letter HKEX-GL44-12 issued by the Stock Exchange in October 2012 and as updated in March 2017;
- 21.6 each of the documents or agreements executed by the Company, the Subsidiaries and/or any of the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix VI – Statutory and General Information" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exception, and other than the foregoing documents or agreements, there are no other documents or agreements, written or oral, relating to the Company, the Subsidiaries and/or any of the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed "History and Corporate Structure" which have not been previously provided, or made available, to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Hong Kong Underwriters and the Capital Market Intermediaries;
- 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 Public Offering Documents and the Preliminary Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix VI – Statutory and General Information", including without limitation to those relating to the Pre-IPO Investments (as defined in each of the Hong Kong Public Offering Documents 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 Accountants' 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 the Subsidiaries that contravenes (A) the memorandum and articles of association or other constituent or constitutive documents or the business license of the Company or any of the Subsidiaries or any of the Controlling Shareholders (as applicable), 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 of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or the Subsidiaries or any of their respective properties or assets, including the Listing Rules and the Code of Conduct, or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries;

21.8 all necessary Governmental Authorisations required or advisable in connection with events, transactions and documents set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix VI – Statutory and General Information" have been obtained or made; all such Governmental Authorisations 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, or elsewhere is considering revoking, suspending or modifying such Governmental Authorisations;

21.9 there are no actions, suits, proceedings, investigations or inquiries pending or 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 Authorisations as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "History and Corporate Structure" and "Appendix VI – Statutory and General Information";

## 22. **No other arrangements relating to sale of Offer Shares**

22.1 there are no contracts, agreements or understandings between the Company or the Subsidiaries or any Controlling Shareholder 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, the Subsidiaries or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares;

22.2 there are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any Controlling Shareholder in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Joint Sponsors, Joint Global Coordinators and Overall Coordinators.

## 23. **Critical accounting policies and indebtedness**

23.1 the section entitled "Financial Information — Critical Accounting Policies and Estimates" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fully describes in all material respects (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the "**Critical Accounting Policies**"), (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 Company's management have proposed, and the Board has reviewed and agreed with, the selection, application and disclosure of the Critical Accounting Policies in each of the Hong Kong Public Offering Documents and the Preliminary Offering

Circular, and have 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 Public Offering Documents and the Preliminary Offering Circular accurately and fully describe: (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect liquidity of the Group and are reasonably 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 the Subsidiaries, such as structured finance entities and special purpose entities that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources;
- 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 authorised, 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 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 knowledge of the Company 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 or the Subsidiaries in consequence of which any of the Company or the Subsidiaries is or may be held liable to forfeit or repay in whole or in part any such grant or loan;
- 23.5 save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, 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 Public Offering Documents 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 the Subsidiaries; (B) no outstanding indebtedness of the Company or 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 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 knowledge of the Company, 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 the Subsidiaries or under any guarantee of any liability of the Company or the Subsidiaries by reason of default of the Company or the Subsidiaries or any other person or under any such guarantee given by the Company or 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 has 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 Joint Global Coordinators, the Overall Coordinators, the Joint Sponsors or counsel for the Underwriters in connection with the Global Offering or the listing of the H 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 any of the Controlling Shareholders is aware of any facts or circumstances which would suggest that any supplier or customer of the Company and/or the Subsidiaries (i) do not hold the necessary license, approval to conduct its business and (ii) is considering ceasing to deal with the Company and/or the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company and/or the Subsidiaries, save to the extent which, individually or in the aggregate, would not be have a Material Adverse Effect.

## Part B

### Additional representations and warranties of the Controlling Shareholders

The Controlling Shareholders jointly and severally represent, warrant and undertake to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and each of them as follows:

- (i) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular does not and will not, in each case as it relates to the Controlling Shareholders, contain an untrue statement of a material fact or 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) Mr. Wang 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 obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and any Operative Documents to which he is a party and the transactions contemplated thereby prior to his/her execution and delivery of this Agreement, the International Underwriting Agreement and any Operative Documents to which he is a party and has acted independently and free from any undue influence by any person; each of the Controlling Shareholders has the legal right, power and authority (corporate and other) to perform his/ its obligations under this Agreement, the International Underwriting Agreement and any Operative Document to which he/ it is a party;
- (iii) Sichuan Desheng Ronghe Group Co. Ltd. has been duly incorporated and is validly existing and in good standing under the Laws of its incorporation and has been duly qualified to transact business;
- (iv) each of this Agreement and the International Underwriting Agreement has been duly authorised, executed, and delivered by each of the Controlling Shareholders and constitutes a valid and legally binding agreement of the Controlling Shareholders, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;
- (v) the execution and delivery by or on behalf of each of the Controlling Shareholders of, the performance by each Controlling Shareholder of his or her obligations under this Agreement and the International Underwriting Agreement, and the consummation by each of the Controlling Shareholders 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 each Controlling Shareholder; or (C) contravene any judgment, order or decree of any governmental body, agency or court having jurisdiction over each Controlling Shareholder or contravene any law, rule or regulation to which each Controlling Shareholder or any of its properties is bound; or (D) result in the creation or imposition of any Encumbrance upon any assets of each Controlling Shareholder, except in each case of (A) through (D), which could not reasonably be expected to have a material adverse effect on the Controlling Shareholders;
- (vi) all Governmental Authorisations required for the performance by each Controlling

Shareholder of his or her obligations hereunder have been obtained or made and are in full force and effect;

- (vii) none of the Controlling Shareholders, his/its Affiliates, any of its directors, supervisors, officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Joint Global Coordinators and the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the H 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 H Shares;
- (viii) none of the Controlling Shareholders, his/its Affiliates, any of its respective representatives, 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 stabilisation or manipulation of the price of any security of the Company or the Subsidiaries 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 Stabilising) 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 stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise;
- (ix) there has been no petition filed, order made or effective resolution passed for the bankruptcy, liquidation or winding up (as the case may be) of any of the Controlling Shareholders. None of the Controlling Shareholders has made any voluntary arrangement with any of their respective creditors or is insolvent or unable to pay their respective debts as they fall due;
- (x) 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 Controlling Shareholders; and
- (xi) the choice of law provisions set forth in this Agreement and the International Underwriting Agreement will be recognised by the courts of Hong Kong and the PRC; each of the Controlling Shareholders can sue and be sued in his or her or its own name under the Laws of Hong Kong and the PRC; the agreement of the Controlling Shareholders to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the irrevocable submission by the Controlling Shareholders to the jurisdiction of any Hong Kong Court, the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement and the International Underwriting Agreement to arbitration, the waiver of sovereign immunity and the agreement that this Agreement and the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the



manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Controlling Shareholders; and any judgment obtained in a Hong Kong Court arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement and the International Underwriting Agreement will be recognised and enforced in the courts of Hong Kong and the PRC and the United States subject to the conditions described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

**SCHEDULE 3**  
**CONDITIONS PRECEDENT DOCUMENTS**

**Part A**

1. Two certified true copies of the resolutions of the Board (or a meeting of a duly authorized committee of the Board):
  - 1.1 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;
  - 1.2 approving the Global Offering and any issue of H Shares pursuant thereto;
  - 1.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
  - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
  - 1.5 approving the Verification Notes.
2. Two certified true copies of the written resolutions of the shareholders of the Company in relation to the Global Offering as referred to in Appendix VI to the Hong Kong Prospectus.
3. Two printed copies of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, two certified true copies of the relevant powers of attorney.
4. Two certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 3 above) and statements of interests signed by each of the Directors.
5. Two certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed "Appendix VI - Statutory and General Information – Further Information about our Business - 1. Summary of Material Contracts" (other than this Agreement) duly signed by the parties thereto.
6. Two certified true copies 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.
7. Two originals or certified true copies of the memorandum of profit forecast and the working capital forecast approved by the board of directors.

8. Two signed originals of the accountants' report from the Reporting Accounts dated the Hong Kong Prospectus Date, the text of which is contained in Appendix I to the Hong Kong Prospectus.
9. Two signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Overall Coordinators, 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 the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
10. Two signed originals 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 net tangible assets of the Company, the text of which is contained in Appendix II to the Hong Kong Prospectus.
11. Two signed originals of the comfort letter from the Reporting Accountants, dated the date of the Hong Kong Prospectus and addressed to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
12. Two signed originals 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.
13. Two signed originals of the valuation report from the Biological Asset Valuer, dated the Hong Kong Prospectus Date.
14. Two signed originals of the letter from the Biological Asset Valuer, 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.
15. Two signed originals of the letter from Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, 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.
16. Two signed originals of the legal opinions of Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Overall Coordinators.
17. Two signed originals of the legal opinions of Jia Yuan Law Offices, legal advisers to the Underwriters as to PRC Laws, dated the Hong Kong Prospectus

Date and addressed to the Joint Sponsors, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Overall Coordinators.

18. Two copies of the internal control report prepared by the Internal Controls Consultant.
19. Two signed originals or certified true copies 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.
20. Two signed originals of the report from the Industry Consultant.
21. Two signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Joint Sponsors).
22. Two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
23. Two certified true copies of the H Share Registrar Agreement duly signed by the parties thereto.
24. Two certified true copies of the Articles of Association.
25. Two certified true copies of the undertaking from the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.
26. Two certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
27. Two certified true copies of the certificate issued by Po Fong of Toppan Merrill Limited to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Prospectus.
28. Two certified true copies of the compliance adviser agreement between the Company and the compliance adviser.
29. Two certified copies of the approval from the CSRC for filing the application to list the H Shares on the Main Board of SEHK and the Global Offering.
30. Two certified copies of each of the following:
  - (a) current business license of the Company dated December 24, 2021;
  - (b) the certificate of registration of the Company under Part 16 of the Companies Ordinance;
  - (c) the business registration certificate of the Company; and
  - (d) the service agreement of each of the Directors and Supervisors.

## Part B

1. Two signed originals of each of the comfort letters from the Reporting Accountants, dated the date of the Offering Circular and addressed to each of the Joint Global Coordinators and the International Underwriters and bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to each of the Joint Global Coordinators (for themselves and on behalf of the International Underwriters), in form and substance satisfactory to the Overall Coordinators, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.
2. Two signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to each of the Joint Sponsors, the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
3. Two signed originals of the legal opinion of Jingtian & Gongcheng, legal advisers to the Company as to PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators (including a bringdown opinion of the opinion in item 16 of Part A).
4. Two signed originals of the legal opinion of Slaughter and May, legal advisers to the Company as to Hong Kong Laws, addressed to the Joint Sponsors, the Joint Global Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators.
5. Two signed originals of the legal opinions of Slaughter and May, legal advisers to the Company as to United States Laws, addressed to the Joint Global Coordinators (for themselves and on behalf of the International Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators.
6. Two signed originals of the legal opinion of Jia Yuan Law Offices, legal advisers to the Underwriters as to PRC Laws, addressed to each of the Joint Sponsors, the Joint Global Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators (including a bringdown opinion of the opinion in item 17 of Part A).
7. Two signed originals of the certificate of the chief executive officer and the chief financial officer of the Company, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.

8. Two signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement, which letter shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Controlling Shareholders contained in this Agreement.
9. Two signed originals of the certificate of the chief executive officer and the chief financial officer of the Company, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement, which certificate shall cover financial, operational and business 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.
10. Two signed originals of the certificate of the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement.
11. Two certified true copies of the Form H signed by each of the Directors and Form I signed by each of the Supervisors of the Company.
12. Two copies of Form F (Declaration of Compliance) submitted to the SEHK.
13. Two signed originals of the legal opinion of Herbert Smith Freehills, legal advisers to the Underwriters as to Hong Kong Laws, addressed to the Joint Sponsors, the Joint Global Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators.
14. Two signed originals of the legal opinions of Herbert Smith Freehills, legal advisers to the Underwriters to the United States Laws, addressed to the Joint Sponsors, Joint Global Coordinators and the International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators.
15. Two certified true copies of the Price Determination Agreement duly signed by the parties thereto.
16. Two certified true copies of the written resolutions by the authorized persons or committee of the Board approving the determination of final Offer Price, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.

**SCHEDULE 4**  
**SET-OFF ARRANGEMENTS**

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form service at [www.eipo.com.hk](http://www.eipo.com.hk) or by giving electronic application instructions through the HKSCC EIPO channel 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 by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Records of such applications will have to be provided to the Joint Global Coordinators and the Overall Coordinators immediately after completion of such applications. Each such application must be identified with the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly indicated on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

**SCHEDULE 5**  
**PROFESSIONAL INVESTOR TREATMENT NOTICE**

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
  - 1.1 a trust corporation having been entrusted with under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements or certificate, certified public accountant certificate issued to the trust corporation in respect of the trust(s) and public filing submitted by or on behalf of the trust corporation within the last 12 months;
  - 1.2 a high net worth individual having, on its own account or with associates on a joint account, a portfolio, or share as specified in a written agreement among the account holders and in the absence of such written agreement an equal share of a portfolio on a joint account with one or more persons other than the individual's associate, or 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, of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
  - 1.3 a high net worth corporation or a corporation that wholly owns such high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in a certificate from an auditor or certified public accountant, custodian statements issued to the corporation or partnership and public filing submitted by or on behalf of the corporation or partnership within the last 12 months;
  - 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of one or more of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; (iii) a corporation or partnership that falls within paragraph 1.3 above; and (iv) 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.

We have categorized you as a 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 Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorization as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. 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.

- 2.1 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.

- 2.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

- 2.3 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.

- 2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

- 2.5 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.

- 2.6 Nasdaq-Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

- 2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

- 2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
5. 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 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 Professional Investor.
6. 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.

22 November 2023  
2023年11月22日

**DEKON FOOD AND AGRICULTURE GROUP**  
四川德康农牧食品集团股份有限公司

AND  
及

**Guiyang Agricultural Investment Development Co., Ltd.**  
贵阳市农业农垦投资发展集团有限公司

AND  
及

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**  
中国国际金融香港证券有限公司

AND  
及

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**  
花旗环球金融亚洲有限公司

AND  
及

**CITIGROUP GLOBAL MARKETS LIMITED**

**CORNERSTONE INVESTMENT AGREEMENT**  
基石投资协议

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**THIS AGREEMENT** (this “**Agreement**”) is made on 22 November 2023

本协议（本「协议」）于2023年11月22日订立

**BETWEEN:**

订约方:

(1) **Dekon Food and Agriculture Group** (四川德康农牧食品集团股份有限公司), a joint stock company incorporated in the PRC, whose registered office is at Unit 901-909, 9th Floor, Building 2, Chengdu Eastern Airlines Center, 32 Lingang Road, Shuangliu District, Chengdu, Sichuan Province, PRC (the “**Company**”);

四川德康农牧食品集团股份有限公司，一家在中华人民共和国注册成立的公司，其注册办事处位于四川省成都市双流区临港路一段32号成都东航中心2号楼9层901-909单元（「公司」）；

(2) **Guiyang Agricultural Investment Development Co., Ltd.**, a company incorporated in the PRC, whose registered office is at Floor 17, Building 11, Business District, Phase I, Guiyang International Finance Center, Changling North Road, Guanshanhu District, Guiyang City, Guizhou Province, PRC (the “**Investor**”);

贵阳市农业农垦投资发展集团有限公司，一家在中国注册成立的公司，其注册办事处位于中国贵州省贵阳市观山湖区长岭北路贵阳国际金融中心一期商务区11号楼17层（「投资者」）；

(3) **China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);

中国国际金融香港证券有限公司，位于香港中环港景街1号国际金融中心一期29楼（「中金」）；

(4) **Citigroup Global Markets Asia Limited** of 50/F, Champion Tower, 3 Garden Road, Central, Hong Kong (“**Citi**”, together with CICC, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);

花旗环球金融亚洲有限公司，位于香港中环花园道3号冠君大厦50楼（「花旗」，连同中金单称或合称为「联席保荐人」）；及

(5) **Citigroup Global Markets Limited** of 33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom (“**CGML**”); and

(CICC and Citi, the “**Joint Global Coordinators**” and each a “**Joint Global Coordinator**”)

（中金和花旗，单称或合称为「联席全球协调人」）

**WHEREAS:**

鉴于:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
- 公司申请其H股（定义见下文）以全球发售（「**全球发售**」）方式于联交所（定义见下文）上市，有关发售包括：
- (i) a public offering by the Company for subscription of H Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”) as elaborated in the Prospectus (defined below), and
- 公司作出的公开发售，以供香港公众认购H股（定义见下文）（「**香港公开发售**」），详情请参阅招股章程（定义见下文）；及
- (ii) a conditional placing of H Shares offered by the Company as elaborated in the Prospectus outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- 依据《证券法》（定义见下文）S规例或《证券法》项下另一可豁免登记的情况，依照招股章程的规定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）有条件配售公司的H股（「**国际发售**」）。
- 。
- (B) CICC and Citi are acting as the joint sponsors and overall coordinators, and CICC and Citi are acting as the joint global coordinators of the Global Offering.
- 中金和花旗担任联席保荐人及整体协调人，而中金及花旗担任全球发售的联席全球协调人。
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering (through QDII) (as defined below), subject to and on the basis of the terms and conditions set out in this Agreement.
- 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中（通过QDII）（定义见下文）认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

兹协议如下:

**1. DEFINITIONS AND INTERPRETATIONS | 定义及释义**

- 1.1 In this Agreement, including its schedules, each of the following words and expressions shall have the following meanings:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一层或多层中介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「**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；

“**AFRC**” means the Accounting and Financial Reporting Council;  
「**会财局**」指香港会计及财务汇报局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;  
「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(f);  
「**批准**」具有第6.2(f)条所给予的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;  
「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Appendix 8 to the Listing Rules;  
「**经纪佣金**」指按《上市规则》附件8第7(1)段规定以总投资金额的1%计算的经纪佣金；

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;  
「**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交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）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established

and operated by The Hong Kong Securities Clearing Company Limited;

「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;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「交割」指根据本协议条款和条件认购投资者股份的交割;

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

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

“**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;

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

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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;

“**Contracts (Rights of Third Parties) Ordinance**” means the Contracts (Rights of third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

「《合约（第三者权利）条例》」指《合约（第三者权利）条例》（香港法例第623章）（经不时修订、补充或以其他方式修改）;

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释;

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Joint Global Coordinators and the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「延迟交付日期」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，联席全球协调人和整体协调人根据第4.3条通知投资者的较晚日期;



“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly;  
就任何相关股份而言，「**处置**」包括直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or  
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的任何其他证券中的、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购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）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) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or  
订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or  
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) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and  
“**disposal**” shall be construed accordingly;  
同意或订约或公开发布有意进行、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通过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，而以现金或以其他方式结算；及「**处置**」须相应解释；

“**Global Offering**” has the meaning given to it in Recital (A);  
「全球发售」具有叙文(A)所给予的涵义;

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

「有关政府部门」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、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；

“**Group**” means the Company and its subsidiaries;  
「本集团」指公司及其附属公司；

“**H Shares**” means the overseas listed foreign shares in the ordinary share capital of the Company having a nominal value of RMB1.00 per H Share, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「H股」指公司普通股本中的境外上市外资股，每股面值为人民币1.00元，以港元进行交易，并拟在证券交易所上市；

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;  
「港元」指香港的法定货币；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;  
「香港」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);  
「香港公开发售」具有叙文(A)所给予的涵义；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「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；

“**International Offering**” has the meaning given to it in Recital (A);  
「国际发售」具有叙文(A)所给予的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「国际发售通函」指预期由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；

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Joint Global Coordinators and the Overall Coordinators;

「**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H股数目，其根据附表一的规定进行计算，并由公司和联席全球协调人及整体协调人厘定；

“**Joint Global Coordinators**” means the Joint Global Coordinators to be appointed by the Company in relation to the Global Offering;

「**联席全球协调人**」指公司就全球发售委任的联席全球协调人；

“**Laws**” means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;

「**法律**」指所有相关司法管辖区的任何有关政府部门（包括联交所和证监会）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；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), AFRC transaction levy of 0.00015% and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;

「**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）、0.00015%的会财局交易征费及0.00565%的联交所交易费（或上市日期当时的交易费）；

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「**上市日期**」指H股首次于联交所主板上市的日期；

“**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;

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求；

“**Lock-up Period**” has the meaning given to it in clause 5.1;

「**禁售期**」具有第5.1条所给予的涵义；

“**Offer Price**” means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered pursuant to the Global Offering;

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

**"Overall Coordinator(s)"** has the meaning as ascribed to it in the Listing Rules;  
「整体协调人」具有《上市规则》所给予的涵义；

**"Over-allotment Option"** has the meaning given to it in the International Offering Circular;  
「超额配售权」具有国际发售通函所给予的涵义；

**"Parties"** means the named parties to this Agreement, and **"Party"** shall mean any one of them, as the context shall require;  
「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；

**"PRC"** means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;  
「中国」指中华人民共和国，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

**"Preliminary Offering Circular"** means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;  
「初步发售通函」指预期由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）；

**"Professional Investor"** has the meaning given to it in Part 1 of Schedule 1 to the SFO;  
「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；

**"Prospectus"** means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;  
「招股章程」指公司就香港公开发售拟在香港发出的最终招股章程；

**"Public Documents"** means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus and application forms to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;  
「公开文件」指国际发售的初步发售通函和国际发售通函，公司就香港公开发售拟在香港发出的招股章程和申请表，及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"** means Qualified Domestic Institutional Investor as recognized by the relevant PRC regulatory authority;  
「QDII」指相关中国监管机构认定的合格境内机构投资者；

“**Regulators**” has the meaning given to it in clause 6.2(h);  
「监管机构」具有第6.2(h)条所给予的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or the QDII pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「相关股份」指可供投资者或QDII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公司的任何股份或其他证券或权益；

“**Regulation S**” means Regulation S under the Securities Act;  
「S规例」指《证券法》下的S规例；

“**RMB**” or “**Renminbi**” means Renminbi, the lawful currency of the PRC;  
「人民币」指中国法定货币人民币；

“**Rule 144**” means Rule 144 under the Securities Act;  
「144条」是指《证券法》下的第144条；

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

「《证券法》」指《1933年美国证券法》（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**SFC**” means The Securities and Futures Commission of Hong Kong;  
「证监会」指香港证券及期货事务监察委员会；

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

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

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;  
「联交所」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;  
「附属公司」具有《公司条例》所给予的涵义；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「美国」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“US\$” or “US dollar” means the lawful currency of the United States; and  
「美元」指美国的法定货币；及

“U.S. Person” has the meaning given to it in Regulation S.  
「美国人士」具有S规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:  
在本协议中，除非文意另有所指，否则：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;  
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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;  
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) the recitals and schedules form an integral part of this Agreement and 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 schedules;  
叙文及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附表；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;  
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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;  
凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；
- (f) a reference to a statute or statutory provision includes a reference:
  - (i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;  
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) to any repealed statute or statutory provision which it re-enacts (with or without modification); and  
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) to any subordinate legislation made under it;  
据此作出的任何附属立法;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;  
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) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);  
凡提述「**人士**」或「**主体**」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) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and  
凡提述「**包括**」之处须解释为包括但不限于; 及
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.  
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. INVESTMENT | 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

在满足下文第3条所述条件（或由各方共同宽免，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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Joint Global Coordinators and the Overall Coordinators will allocate and/or

deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Joint Global Coordinators and the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

根据国际发售和作为国际发售的一部分，通过联席全球协调人和整体协调人及 / 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)，投资者将按发售价认购投资者股份，公司将按发售价向投资者发行、配发和配售，联席全球协调人和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；且

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

投资者可藉在不迟于上市日期前三(3)个营业日向公司、联席全球协调人、联席保荐人及整体协调人送达书面通知，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及 (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) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者须促使该全资附属公司于该日向公司、联席全球协调人、联席保荐人及整体协调人提供书面确认，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；且

- (b) the Investor (i) unconditionally and irrevocably guarantees to each of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-



owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者(i)无条件及不可撤销地向公司、联席全球协调人、联席保荐人及整体协调人各自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)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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，必须应要求向公司、联席全球协调人或联席保荐人及整体协调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，而无须公司、联席全球协调人或联席保荐人及整体协调人首先对该全资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 The Company, the Joint Global Coordinators and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

公司、联席全球协调人和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

- 2.4 The Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators (on behalf of themselves and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company, the Joint Global Coordinators and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

公司、联席全球协调人、联席保荐人及整体协调人（代表他们自身和全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由公司、联席全球协调人和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. CLOSING CONDITIONS | 交割条件

3.1 The Investor's obligation under this Agreement to subscribe for, and obligations of the Company and the Joint Global Coordinators and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

投资者在本协议下根据第2.1条认购投资者股份的义务，及公司、联席全球协调人和整体协调人根据第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下述各项条件（惟第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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免）为条件：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;  
香港公开发售和国际发售承销协议在不迟于该等承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承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) the Offer Price having been agreed upon between the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators (on behalf of the underwriters of the Global Offering);  
公司、联席全球协调人、联席保荐人及整体协调人（代表全球发售承销商）已议定发售价；
- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;  
联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在H股开始于联交所买卖前未被撤销；
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting

consummation of such transactions; and

任何有关政府部门未制定或公布任何禁止完成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完成该等交易的有效命令或禁制令；且

- (e) the respective representations, warranties, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

投资者在本协议下的各项声明、保证、承诺和确认在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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company, the Joint Global Coordinators and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause. 倘各方于本协议日期后一百八十(180)天（或公司、投资者、联席全球协调人、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或宽免第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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免），投资者购买及公司、联席全球协调人和整体协调人发行、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（一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成），而本协议将停止及终止，公司、联席全球协调人及 / 或联席保荐人及整体协调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各自在本协议项下作出的声明、保证及承诺和确认的行为。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed (within any particular time period or at all), and no liability of the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators or CGML to the Investor will arise if the Global Offering is not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and/or CGML or their respective affiliates, officers, directors, employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is not completed for any reason by the dates and times contemplated or at all.

投资者确认，无法保证全球发售将会完成（在任何特定期间内完成或根本无法完成），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，则公司、联席全球协调人或联席保荐人及整体协调人或CGML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，而向公司、联席全球协调人、联席保荐人及整体协调人及 / 或CGML或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### **4. CLOSING | 交割**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Joint Global Coordinators and the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators.

受第3条及第4条规限，投资者将根据全球发售及作为全球发售的一部分，通过联席全球协调人和整体协调人（及 / 或他们的联属人士）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，或于延迟交付日期，按公司、联席全球协调人、联席保荐人及整体协调人决定的时间及方式予以认购。

- 4.2 The Investor shall or shall procure the QDII to make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Joint Global Coordinators and the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Joint Global Coordinators

and the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor, and/or QDII under this Agreement. 投资者须或须促使QDII按上市日期（香港时间）上午8点或之前，以同日收款入账方式以立即可用资金以港元通过电汇向联席全球协调人和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，连同相关经纪佣金与征费，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及/或QDII根据本协议应付的总金额。

- 4.3 If the Joint Global Coordinators and the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Joint Global Coordinators and the Overall Coordinators shall notify the Investor and QDII in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor and QDII on the Delayed Delivery Date, the Investor shall nevertheless pay or shall procure QDII to pay for the Investors Shares as specified in clause 4.2.

倘若联席全球协调人和整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分股份，联席全球协调人和整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者及QDII将会延迟交付的投资者股份数目；及(ii)于不迟于实际延迟交付日期两(2)个营业日之前书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者及QDII，投资者仍须或须促使QDII按第4.2条所载就投资者股份作出支付。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor and QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor or QDII to the Joint Global Coordinators and the Overall Coordinators in writing no later than two (2) business day prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

根据第4.2条就投资者股份作出如期支付后，向投资者及QDII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或QDII于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予联席全球协调人和整体协调人的中央结算系统投资者持有人账户或中央结算系统股份账户。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

在不损害第4.3条的原则下，投资者股份亦可以公司、联席全球协调人、联席保荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付及付款，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML shall cease and terminate (but without prejudice to any claim which the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML may have against the Investor arising out of its failure to comply with its obligations under this Agreement). the Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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），公司、联席全球协调人、联席保荐人、整体协调人和CGML各自绝对酌情保留终止本协议的权利，在此情况下公司、联席全球协调人、联席保荐人、整体协调人和CGML的所有义务及责任须停止和终止（但不得损害公司、联席全球协调人、联席保荐人、整体协调人和CGML因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能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，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。

- 4.7 The Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Joint Sponsors or the Overall Coordinators or the Joint Global Coordinators (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute, epidemic, pandemic or disease outbreak (including but not limited to the Coronavirus (COVID-19) outbreak) and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

倘若因超出公司、联席保荐人、整体协调人或联席全球协调人（视情况而定）

控制之外的情况阻止或延误公司、联席全球协调人、联席保荐人、整体协调人和CGML及其各自的联属人士履行其在本协议下的义务，则公司、联席全球协调人、联席保荐人、整体协调人和CGML及其各自的联属人士均无须（不论是共同还是各别）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，该等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他劳工行动、电力或其他供应出现一般故障、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、流行病、大流行病或疾病的爆发（包括但不限于2019冠状病毒病的爆发）以及任何现有或未来的法律、条例、法规、任何现有或未来的政府活动行为或类似行为发生改变。

## 5. RESTRICTIONS ON THE INVESTOR | 对投资者的限制

- 5.1 Subject to clause 5.2, the Investor agrees, covenants with and undertakes to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

在第5.2条的规限下，投资者与公司、联席全球协调人、联席保荐人、整体协调人议定、契诺并向其承诺，未经公司、联席全球协调人、联席保荐人、整体协调人各自的事先书面同意，投资者不会（不论直接或间接）自上市日期起六(6)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；(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。

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned

subsidiary were itself subject to such obligations and restrictions;

在进行该转让之前，该全资附属公司给予书面承诺（致达公司、联席全球协调人及联席保荐人及整体协调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；

- (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, representations and warranties as provided in clause 6;  
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；
- (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;  
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；
- (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and  
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，及无论如何不再是在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（致达公司、联席全球协调人、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人），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，并须共同及各别地承担本协议项下所有责任及义务；且
- (e) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction



in reliance on Regulation S.

该全资附属公司 (i)不是美国人士；(ii)目前位于美国境外，及(iii)根据S规则在离岸交易中收购相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital.

投资者同意及承诺，除非取得公司、联席全球协调人、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于公司全部已发行股本中拥有的总股权应低于公司全部已发行股本的10%（或于《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 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators, provide reasonable evidence to the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.

投资者同意，投资者乃按自营投资基准于公司股本中持有股权，及应公司、联席全球协调人及 / 或联席保荐人及整体协调人合理请求向公司、联席全球协调人和联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其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H股（投资者股份除外）或申请香港公开发售的H股。

- 5.5 The Investor and its affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the Stock Exchange Guidance Letter HKEX-GL51-13 or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其附属人士、董事、高级人员、雇员或代理均不得与公司、公司的控股股东、本集团任何其他成员公司或其各自的附属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括联交所指引信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）。

## 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND

## WARRANTIES | 承认、声明、承诺和保证

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML that:

投资者向公司、联席全球协调人、联席保荐人、整体协调人和CGML分别承认、同意和确认:

(a) each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

公司、联席全球协调人、联席保荐人、整体协调人和CGML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，表明全球发售将进行或完成（在任何特定期间内进行或完成或根本无法进行或完成），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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available for public inspection in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

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《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及供公众查阅；

(c) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Joint Global Coordinators and the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;  
投资者股份将由投资者通过联席全球协调人和整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (e) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;  
投资者将根据及依据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) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;  
投资者股份数目可能受根据《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H股，或联交所可能批准及不时适用于公司的其他比例影响；
- (g) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and/or CGML have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;  
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，公司、联席全球协调人、联席保荐人、整体协调人及/或CGML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；
- (h) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;  
投资者股份尚未亦将不会根据《证券法》或美国的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了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份（除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中），也不得在任何其他司法管辖区进行，但该等司法管辖区适用法律允许者除外；

- (i) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect; 其明白及同意，仅可(A)依据第144条或《证券法》下其他可用豁免在美国内部转让投资者股份；或(B)依据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，及在各种情况下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；
- (j) it understands that none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares; 其明白，公司、联席全球协调人、联席保荐人、整体协调人、CGML或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明；
- (k) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period; 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，投资者须促致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；
- (l) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis

for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(l)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(l)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing; 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、监事、高级人员、雇员、顾问及代表（「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其获授权接收人披露仅作为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(l)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)不得、且将确保其获授权接收人（按照本第6.1(l)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H股或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；

- (m) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any

jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

不得依据初步发售通函草案或招股章程草案或可能提供（不论书面或口头）予投资者及 / 或其代表的任何其他材料作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any); 初步发售通函草案或招股章程草案或可能向投资者提供（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）；

- (n) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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；

- (o) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of the Regulation S) with respect to the H Shares;

投资者、其任何附属人士或代表他们行事的任何人均未参与或将参与任何有关H股的定向销售活动（定义见S规例）；

(p) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators or CGML concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investment Shares required by or on behalf of the Investor;  
其已获其认为对评估收购投资者股份的投资价值及风险属必要或可取的所有信息，及被给予询问公司、联席全球协调人、联席保荐人、整体协调人或CGML有关公司、投资者股份或其认为对评估收购投资者股份的投资价值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，且公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息；

(q) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and/or CGML (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators CGML and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅已或将依赖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公司、联席全球协调人、联席保荐人、整体协调人及 / 或CGML（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，及公司、联席全球协调人、联席保荐人、整体协调人、CGML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，及公司、联席全球协调人、联席保荐人、整体协调人、CGML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国际发售通函中未载列的任何信息或材料，或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级管理人员、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；

- (r) none of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the other underwriters, the capital market intermediaries and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; 联席全球协调人、联席保荐人、整体协调人、CGML、其他承销商、资本市场中介人及其各自董事、监事、高级管理人员、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投资价值、认购、购买或发售投资者股份，或公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或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，否则公司及其董事、监事、高级管理人员、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投资价值、认购、购买或发售投资者股份，或公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或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；
- (s) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;  
投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其（直接或间接）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；
- (t) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it



considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or the underwriters in connection with the Global Offering and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就公司、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，及已经就投资者股份之投资相关的税务、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以其他方式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公司或任何联席全球协调人、联席保荐人、整体协调人、CGML或承销商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安慰，及公司、联席全球协调人、联席保荐人、整体协调人、CGML或其各自联系人、联属人士、董事、监事、高级人员、雇员、顾问或代表均不对收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；

- (u) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisors, nor any parties involved in the Global Offering, have made no assurances that a public or active market will ever exist for the Investor Shares;

其明白，投资者股份目前并无公开市场，及公司、联席全球协调人、联席保荐人、整体协调人、CGML、全球发售的承销商或其各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的任何各方，并未就将存在投资者股份的公开市场或活跃市场作出担保；

- (v) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

若全球发售因故未完成，则公司、联席全球协调人、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；

- (w) the Company and the Joint Global Coordinators and the Overall Coordinators, will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

公司及联席全球协调人和整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；

- (x) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5;

投资者已同意于上市日期上午8:00（香港时间）前，或根据第4.5条商定的其他日子，支付总投资金额及有关经纪佣金和征费；

- (y) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

交易H股须遵守适用法律（包括根据《证券及期货条例》、《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）；且

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators that: 投资者向公司、联席全球协调人及联席保荐人及整体协调人分别进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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；

- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;  
其拥有签订及交付本协议、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）；
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;  
本协议已经投资者妥为授权、签订及交付，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；
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;  
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；
- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed;  
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；
- (g) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;  
投资者签订及交付本协议，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；

- (h) it has and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators, to the Stock Exchange, the SFC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange, and agrees and consents to the disclosure of, such information (including identity information of the ultimate beneficial owner, if any, of the Investor Shares and/or the person ultimately responsible for the giving of the instruction relating to the acquisition) within the time and as requested by the applicable authorities or bodies or securities exchange (the “**Regulators**”). The Investor further authorizes the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators or their respective affiliates to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request;

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**」）的要求在时限内向联交所、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公司、联席全球协调人及/或联席保荐人及整体协调人向上述机构提供其所要求的信息（包括投资者股份最终实益拥有人（如有）和/或最终负责发出有关收购指令的人士的身份信息），并接受及同意该等信息的披露。投资者进一步授权公司、联席全球协调人、联席保荐人及整体协调人或其各自附属人士向监管机构披露其要求的有关本协议项下交易的所有信息；

- (i) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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投资价值及风险；(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；

- (j) its ordinary business is to buy or sell shares or debentures or it is a Professional

Investor and by entering into this Agreement, it is not a client of any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators or CGML in connection with the transactions contemplated thereunder;

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，其不再为有关本协议下拟议的交易的任何联席全球协调人或联席保荐人、整体协调人或CGML的客户；

- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

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公司董事或高级人员；

- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;

若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且其并非美国人士；

- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份；

- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; and (iii) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company;

投资者及投资者的实益拥有人及 / 或联系人(i)为独立于公司的第三方；(ii)（无论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任何关系）并非公司的关连人士（定义见《上市规则》）或其联系人，及投资者认购投资者股份将不会导致投资者及其实益

拥有人成为公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制公司的关连人士或不会与该等人士一致行事（定义见《香港公司收购及合并守则》）；及(iii)并非受公司的任何核心关连人士（定义见《上市规则》）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任何该等核心关连人士有关收购、出售公司证券、就其进行表决或以其他方式处置公司证券的任何指令；

- (o) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules; 投资者、其实益拥有人及 / 或联系人均非联席全球协调人、联席保荐人、整体协调人、CGML、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；
- (p) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules; 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《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；
- (q) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing; 投资者、其实益拥有人及其各自联系人均非公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何人士的代名人；
- (r) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company; 投资者并未及将不会就分销H股与任何「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公司事先书面同意则除外；
- (s) the subscription for the Investor Shares will comply with the provisions of Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules and the Stock Exchange Guidance Letters HKEX-GL51-13 and HKEX-GL85- 16;

认购投资者股份将遵守《上市规则》附录六（《股本证券的配售指引》）的条文及联交所指引信HKEX-GL51-13及HKEX-GL85-16；

- (t) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;  
投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得公司任何关连人士、任何联席全球协调人、联席保荐人、整体协调人、CGML或全球发售的任何承销商（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；
- (u) except as provided for in this Agreement (including the agreement with QDII), the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;  
除非本协议（包括与QDII的协议）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；
- (v) the QDII is duly recognized by the relevant governmental authorities in the PRC and permitted to invest in offshore securities markets, and is duly authorized by the Investor to perform all duties and obligations that are necessary for and in connection with the transactions contemplated herein;  
QDII已获得中国相关政府机构的正式认可，并获准投资离岸证券市场，并获得投资者的正式授权，可履行其与本文拟进行的交易所需的所有职责和义务；
- (w) in the case of investment through QDII, the Investor unconditionally and irrevocably undertakes and guarantees to each of the Company, the Overall Coordinators and the Joint Sponsors that:  
在投资者通过QDII进行投资的情况下，投资者无条件且不可撤销地向本公司、整体协调人及联席保荐人承诺并保证：
- (i) it will procure that the QDII will be bound by, give, make and perform all of the obligations, undertakings, representations, warranties, indemnities and liabilities of the Investor arising out of, under or in connection with this Agreement (the “Investor Obligations”); and  
其将促使QDII就由于本协议所产生的、本协议项下的或者本协议相关的所有投资者义务、承诺、声明、保证、弥偿及责任（「投资者义务」）而言，QDII受该等投资者义务所约束并给与、做出

及履行投资者义务；及

- (ii) it will procure the due and punctual performance and observance by the QDII of all of the Investor Obligations.  
其将促使QDII准时履行并遵守所有投资者义务。

6.3 The Investor represents and warrants to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and the SFC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向公司、联席全球协调人、联席保荐人、整体协调人、CGML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)条条文的前提下，若在公司、联席全球协调人、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及公司、联席全球协调人及 / 或联席保荐人及整体协调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 / 或公司、联席全球协调人及 / 或联席保荐人及整体协调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 / 或有权监管机构（包括联交所及证监会）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 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the underwriters, the capital market intermediaries and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，公司、联席全球协调人、联席保荐人及整体协调人、CGML、承销商、资本市场中介人及其各自附属公司、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公司、联席全球协调人、联席保荐人、整体协调人、CGML。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.]

投资者同意及承诺，在经要求后，对由于投资者或其高级人员、董事、雇员、职员、联属人士、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）针对公司、联席全球协调人、联席保荐人、整体协调人、CGML及全球发售的其他承销商（代表自身或以信托的形式代表各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」）提起或证明的任何及所有亏损、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以此为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招

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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

投资者于第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 The Company represents, warrants and undertakes that:  
公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;  
其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;  
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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;  
在第5.1条所载付款及禁售期的规限下，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联交所上市的H股享有同等地位；
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Stock Exchange Guidance Letter HKEX-GL51-13) with any of the Investors or its affiliates, directors, officers, employees or agents; and  
公司及其控股股东（定义见《上市规则》）、本集团任何成员及其各自的联属人士、董事、高级人员、雇员和代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括联交所指引信HKEX-GL51-13）不一致的任何协议或安排（包括任何附函）；且

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除非本协议规定，公司或任何集团成员公司或其各自任何附属人士、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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing the H Shares in the International Offering.

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H股的其他投资者相同的权利。

## 7. TERMINATION | 终止

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;  
根据第3.2条或第4.6条予以终止；
- (b) solely by the Company, or by each of the Joint Global Coordinators and the Joint Sponsors, the Overall Coordinators or CGML, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or  
倘若投资者于国际发售交割或（如适用）延迟交付日期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），则由公司或每一联席全球协调人及联席保荐人、整体协调人或CGML（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) with the written consent of all the Parties.  
经全体各方书面同意予以终止。

- 7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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针对该等其他方提出任何申索（前提是不损害任何一方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）。

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY | 公告及机密性**

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Global Coordinators, CGML, the Joint Sponsors and the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议以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公司、联席全球协调人、CGML、联席保荐人、整体协调人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可以通过以下方式披露本协议：

(a) to the Stock Exchange, the SFC and/or other Regulators to which the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators in connection with the Global Offering;

向联交所、证监会及 / 或公司、联席全球协调人及 / 或联席保荐人、整体协调人受之监管的其他监管机构披露，及在公司将发行的公开文件及公司、联席全球协调人及 / 或联席保荐人、整体协调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描述投资者的背景及公司与投资者之间的关系；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

向该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理披露（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、监事、高级人员及相关雇员、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、监事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange and the SFC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available for inspection by the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

或任何一方可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所及证监会）或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《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使之可供公众查阅）或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定披露。

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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公司、联席全球协调人及联席保荐人及整体协调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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators and their respective counsels.

公司须尽合理努力将任何公开文件中涉及本协议、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。投资者各自须与公司、联席全球协调人及联席保荐人及整体协调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，及应立即向公司、联席全球协调人及联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC.

投资者承诺立即提供就准备第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（包括提供公司、联席全球协调人或联席保荐人及整体协调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）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)令公司能够遵守适用的公司或证券登记及 / 或包括联交所和证监会在内的主管监管机构的要求。

## 9. NOTICES | 通知

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:

若发送至公司，则发送至：

Address | 地址 : Unit 901-909, 9F, Building No.2,  
Chengdu Eastern Airlines Center, 32  
Lin'gang Road, Shuangliu District,  
Chengdu, Sichuan Province, PRC  
中国四川省成都市双流区临港路32号  
成都东航中心2号楼9层901-909单元

Email | 电子邮件 : zengm@dekanggroup.com

Attention | 收件人 : Zeng Min  
曾民

若发送至投资者，则发送至：

Address | 地址 : 17th Floor, Building 11, Guiyang  
International Financial Center Phase I  
Business District, Changling North  
Road, Guanshanhu District, Guiyang  
City, Guizhou Province, PRC

中国贵州省贵阳市观山湖区长岭北路  
贵阳国际金融中心一期商务区11号楼  
17层

Email | 电子邮件 : 455298941@qq.com  
Attention | 收件人 : 高竹韵

If to CICC, to:  
若发送至中金, 则发送至:

Address | 地址 : 29/F One International Finance Center  
1 Harbour View Street  
Central  
Hong Kong  
香港中环港景街1号国际金融中心一  
期29楼

Email | 电子邮件 : Liyan@cicc.com.cn  
Attention | 收件人 : Li Yan

If to Citi, to:  
若发送至花旗, 则发送至:

Address | 地址 : 50/F, Champion Tower  
3 Garden Road  
Central  
Hong Kong  
香港中环花园道3号冠君大厦50楼

Email | 电子邮件 : raymond.lei@citi.com  
Attention | 收件人 : Raymond Lei

If to Citigroup Global Markets Asia Limited to:  
若发送至Citigroup Global Markets Asia Limited, 则发送至:

Address | 地址 : 33 Canada Square Canary Wharf  
London E14 5LB United Kingdom  
Email | 电子邮件 : raymond.lei@citi.com  
Attention | 收件人 : Raymond Lei

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, at the time of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be

deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、电邮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；若通过电邮发送，则为发出之时；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. GENERAL | 一般条款

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

各方确认及陈述已正式获其授权、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。除公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、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 Save for manifest error, calculations and determinations made in good faith by the Company and the Joint Global Coordinators and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

除明显错误外，就本协议而言，公司及联席全球协调人和整体协调人真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。

10.3 The Investor, the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and CGML shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

投资者、公司、联席全球协调人、联席保荐人、整体协调人及CGML在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及 / 或批准时应通力合作。

10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

除非经全体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 This Agreement will be executed in the English language only. Chinese translation is provided for reference only.



本协议仅以英语签署，中文翻译仅供参考。

- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement (if any) shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.  
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（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.  
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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.  
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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.  
除投资者订立的保密协议外，本协议构成有关投资者于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 To the extent otherwise set out in this Clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:  
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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) 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 sub-clause 10.10(a).

未经第10.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。

- 10.11 Each of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Each of the Joint Global Coordinator, the Joint Sponsor or CGML shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

联席全球协调人、联席保荐人、整体协调人及CGML各自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公司或投资者任何该等转授通知）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，联席全球协调人、联席保荐人或CGML各自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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right 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 law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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之任何违反行为的豁免不得生效或被默示生效。

- 10.13 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or  
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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.  
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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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）公司、联席全球协调人、联席保荐人、整体协调人及CGML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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各方均向其他方承诺，其将签立及执行并促使签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. GOVERNING LAW AND JURISDICTION | 管辖法律和司法管辖权**

11.1 This Agreement and the relationship between the Parties shall be governed by, and

interpreted in accordance with, the laws of Hong Kong.  
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 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效（「**争议**」）须根据于递交仲裁申请之日具有效力的《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文。仲裁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的向任何司法当局提出任何形式上诉、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，及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

## 12. IMMUNITY | 豁免

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor 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 arbitration proceedings), 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 any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including 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 Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation

to any such proceedings.

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（基于主权或国家地位或其他）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、送达诉讼文件、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）的其他诉讼、讼案或法律程序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. PROCESS AGENT | 诉讼文件送达代理人**

- 13.1 The Investor irrevocably agrees to, within five (5) business days upon notified by the Company, appoint a process agent acceptable to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor). The Investor agrees to deliver to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML a copy of the process agent's acceptance of that appointment as soon as practicable and to ensure that such appointment shall not adversely affect the proceeding procedures of the Company.

投资者不可撤销地同意在收到公司通知后的五（5）个营业日内委任公司、联席全球协调人、联席保荐人、整体协调人及CGML认可的诉讼文件代理人，为其及代表其在香港接收送达的诉讼文件。在送达至诉讼文件代理人后有关送达须被视为已完成（不论诉讼文件是否转寄至投资者或投资者是否接收）。投资者同意在委任诉讼文件代理人后尽快向公司、联席全球协调人、联席保荐人、整体协调人及CGML发送其接受委任文件的副本，并确保相关的委任不会影响公司的诉讼程序。

### **14. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES | 认可美国特别处置机制**

- 14.1 In the event that any underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such 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.

如果任何构成受规管实体的承销商成为美国特别处置机制下的诉讼对象，则该承销商对本协议以及本协议中或本协议下的任何权益和义务的转让，其效力视同在本协议以及任何此类权益和义务受美国或美国某州法律管辖的情况下根据美国特别处置机制作出的转让。

14.2 In the event that any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such 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.

如果任何构成受规管实体的承销商或该承销商的美国《银行控股公司法》联属人士成为美国特别处置机制下的诉讼对象，则本协议项下可对该承销商行使的违约权，允许行使的范围不超过在本协议受美国或美国某州法律管辖的情况下根据美国特别处置机制可行使的违约权。

For the purposes of this clause 14:

就本第14条而言：

“**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);

「美国《银行控股公司法》联属人士」具有《美国法典》第12卷第1841(k)条（12 U.S.C. § 1841(k)）所给予“联属人士”一词的涵义，并应根据该条规定进行解释；

“**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

「受规管实体」指以下任何实体：(i)《美国联邦法规典集》第12卷第252.82(b)条（12 C.F.R. § 252.82(b)）定义并根据其解释的“受规管实体”（covered entity）；(ii)《美国联邦法规典集》第12卷第47.3(b)条（12 C.F.R. § 47.3(b)）定义并根据其解释的“受规管银行”（covered bank）；或(iii)《美国联邦法规典集》第12卷第382.2(b)条（12 C.F.R. § 382.2(b)）定义并根据其解释的“受规管的美国联邦存款保险公司监管机构”（covered FSI）；

“**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; and

「违约权」具有《美国联邦法规典集》第12卷第252.81条、第47.2条或第382.1条（12 C.F.R. §§ 252.81, 47.2 or 382.1）（如适用）所给予的涵义，并应根据前述各条规定进行解释；以及

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

「美国特别处置机制」指下列任何一项：(i)美国《联邦存款保险法》及据此颁布的规定和(ii)美国《多德-弗兰克华尔街改革和消费者保护法》第二章及据此颁布的规定。

## 15. BAIL-IN | 内部财务重整

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreement, arrangement or understanding between the UK Bail-in Parties and the UK Bail-in Counterparties, each UK Bail-in Counterparty acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority and acknowledges, accepts and agrees to be bound by:

尽管有本协议的任何其他条款或英国内部财务重整方与英国内部财务重整对手方之间的任何其他协议、安排或谅解（排除该等条款、协议、安排或谅解的适用），每位英国内部财务重整对手方承认并接受，本协议项下产生的英国内部财务重整债务可能受到相关英国处置机构行使英国内部财务重整权的约束，并承认、接受并同意受以下约束：

- (a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the relevant UK Bail-in Party to the relevant UK Bail-in Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

相关英国处置机构就本协议项下相关英国内部财务重整方对相关英国内部财务重整对手方的任何英国内部财务重整债务而行使英国内部财务重整权的后果，其中（但不限于）可能包括并导致以下任何一种情况，或某几种情况的组合：

- (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;  
减少英国内部财务重整债务或其到期未付款项的全部或部分；
- (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the relevant UK Bail-in Party or another person, and the issue to or conferral on the relevant UK Bail-in Counterparty of such shares, securities or obligations;  
将英国内部财务重整债务全部或部分转换为相关英国内部财务重整方或另一主体的股份、其他证券或其他债务，以及向英国内部财务重整对手方发行或授予其此类股份、证券或债务；
- (iii) the cancellation of the UK Bail-in Liability; and  
取消英国内部财务重整债务； 以及
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;  
修改或更改其任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；

- (b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

在相关英国处置机构认为必要的情况下，为落实相关英国处置机构行使英国内部财务重整权，对本协议的条款进行修改。

For the purposes of this clause 15:

就本第15条而言：

**“UK Bail-in Counterparties”** refers to any party to the Agreement to whom any UK Bail-in Party owes a UK Bail-in Liability under or in connection with this Agreement from time to time;

「**英国内部财务重整对手方**」指任何英国内部财务重整方根据本协议或就本协议不时向其承担英国内部财务重整债务的本协议任何一方；

**“UK Bail-In Legislation”** means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);

「**英国内部财务重整法**」指英国《2009年银行法》第一部分和英国境内适用的与处置经营不善或濒临破产银行、投资公司或其他金融机构或其附属人士（通过清算、管理或其他破产程序除外）相关的任何其他法律或法规；

**“UK Bail-in Liability”** means a liability in respect of which the UK Bail-in Powers may be exercised;

「**英国内部财务重整债务**」指可行使英国内部财务重整权的债务；

**“UK Bail-in Parties”** refers to the relevant Party to which the UK Bail-in Legislation applies and each a **“UK Bail-in Party”**;

「**英国内部财务重整方**」指英国内部财务重整法所适用的相关方的合称或单称；

**“UK Bail-In Powers”** means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

「**英国内部财务重整权**」指英国内部财务重整法项下的下列权力：取消、转让或稀释构成银行或投资公司或银行或投资公司附属人士之主体发行的股份；取消、减少、修改或变更该主体的债务形式或产生该债务的任何合约或工具；将该债务全部或部分转换为该主体或任何其他主体的股份、证券或债务；将该债务全部或部分转换为该主体或任何其他主体的股份、证券或债务；规定任何此类合约或工具具有的效力犹如一项权利已根据该合约或工具行使；或暂停与该



债务有关的任何义务。

## **16. COUNTERPARTS | 副本**

16.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

**IN WITNESS** whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

代表：

四川德康农牧食品集团股份有限公司

签字：

姚海龙



姓名：姚海龙

职位：总经理

代表：

贵阳市农业农垦投资发展集团有限公司

签字：



姓名：陈祖发

职位：董事长

代表：

中国国际金融香港证券有限公司

签字：

A handwritten signature in black ink, appearing to read 'Susan', written in a cursive style.

姓名： 杨素兰

职位： 董事总经理

代表:

花旗环球金融亚洲有限公司

签字:



姓名: 钱叶文

职位: 董事总经理

代表:

CITIGROUP GLOBAL MARKETS LIMITED

签字: 

姓名: 钱叶文

职位: 董事总经理

## SCHEDULE 1 - INVESTOR SHARES | 附表一 投资者股份

### Number of Investor Shares

#### 投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of **US\$ 20 million** (calculated using Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot as specified in the Prospectus.

投资者股份数目应等于(1)相当于**20,000,000美元**的港元（采用招股章程披露的港元兑美元汇率计算得出）（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，向下四舍五入至最接近招股章程中指定的整数每手买卖单位。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - Hong Kong Public Offering – Reallocation and Clawback” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering.

根据《上市规则》第18项应用指引第4.2段及联交所授予的豁免（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H股重新分配的影响。若香港公开发售H股的总需求出现公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」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。

## SCHEDULE 2 - PARTICULARS OF INVESTOR | 附表二 投资者详情

### The Investor

#### 投资者

Place of incorporation: 注册成立地:	Floor 17, Building 11, Business District, Phase I, Guiyang International Finance Center, Changling North Road, Guanshanhu District, Guiyang City, Guizhou Province, PRC  中国贵州省贵阳市观山湖区长岭北路 贵阳国际金融中心一期商务区11号楼 17层
Unified Social Credit Identifier 统一社会信用代码:	91520100MA6DJW692K
Taxpayer Identification Number 纳税人识别号:	91520100MA6DJW692K
Principal business: 主要业务:	Investing in agricultural industry 农业投资行业
Ultimate controlling shareholder: 最终控股股东:	Guiyang Municipal People's Government State-owned Assets Supervision and Administration Management Committee 贵阳市人民政府国有资产监督管理委 员会
Shareholder and interests held: 股东及股东持有的权益:	Guiyang Municipal People's Government State-owned Assets Supervision and Administration Management Committee (贵阳市人民政府国有资产监督管理委 员会) - 90%  Guizhou Financial Holding Group Co., Ltd. (贵州金融控股集团有限责任公司) - 10%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程中的描述:	Guiyang Agricultural Investment Development Co., Ltd. is a limited company established on 11 December 2015 in the PRC, and is owned as to 90% by Guiyang Municipal People's Government State-owned Assets



Supervision and Administration Management Committee and 10% by Guizhou Financial Holding Group Co., Ltd., which is in turn wholly owned by Guizhou Finance Department. Guiyang Agricultural Investment Development Co., Ltd. is principally engaged in the business of investing in agricultural industry.

22 November 2023

2023年11月22日

**DEKON FOOD AND AGRICULTURE GROUP**

四川德康农牧食品集团股份有限公司

AND

及

**XIUSHAN COUNTY XINZHIYUAN MARKET MANAGEMENT CO., LTD.**

秀山县欣之园市场管理股份有限公司

AND

及

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

中国国际金融香港证券有限公司

AND

及

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

花旗环球金融亚洲有限公司

AND

及

**CITIGROUP GLOBAL MARKETS LIMITED**

**CORNERSTONE INVESTMENT AGREEMENT**

基石投资协议

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**THIS AGREEMENT** (this “**Agreement**”) is made on 22 November 2023

本协议（本「协议」）于2023年11月22日订立

**BETWEEN:**

订约方:

- (1) Dekon Food and Agriculture Group** (四川德康农牧食品集团股份有限公司), a joint stock company incorporated in the PRC, whose registered office is at Unit 901-909, 9th Floor, Building 2, Chengdu Eastern Airlines Center, 32 Lingang Road, Shuangliu District, Chengdu, Sichuan Province, PRC (the “**Company**”);  
四川德康农牧食品集团股份有限公司，一家在中华人民共和国注册成立的公司，其注册办事处位于四川省成都市双流区临港路一段32号成都东航中心2号楼9层901-909单元（「公司」）；
- (2) Xiushan County Xinzhiyuan Market Management Co., Ltd.**, a company incorporated in the PRC, whose registered office is at Building 12, Microfilm City, Xiushan County Logistics Park, Chongqing, PRC (the “**Investor**”);  
秀山县欣之园市场管理股份有限公司，一家在中国注册成立的公司，其注册办事处位于中国重庆市秀山县物流园区微电影城12号楼（「投资者」）；
- (3) China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);  
中国国际金融香港证券有限公司，位于香港中环港景街1号国际金融中心一期29楼（「中金」）；
- (4) Citigroup Global Markets Asia Limited** of 50/F, Champion Tower, 3 Garden Road, Central, Hong Kong (“**Citi**”, together with CICC, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);  
花旗环球金融亚洲有限公司，位于香港中环花园道3号冠君大厦50楼（「花旗」，连同中金单称或合称为「联席保荐人」）；及
- (5) Citigroup Global Markets Limited** of 33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom (“**CGML**”); and

(CICC and Citi, the “**Joint Global Coordinators**” and each a “**Joint Global Coordinator**”)

(中金和花旗，单称或合称为「**联席全球协调人**」)

**WHEREAS:**

鉴于:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

公司申请其H股（定义见下文）以全球发售（「**全球发售**」）方式于联交所（定义见下文）上市，有关发售包括:

- (i) a public offering by the Company for subscription of H Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”) as elaborated in the Prospectus (defined below), and

公司作出的公开发售，以供香港公众认购H股（定义见下文）（「**香港公开发售**」），详情请参阅招股章程（定义见下文）；及

- (ii) a conditional placing of H Shares offered by the Company as elaborated in the Prospectus outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

依据《证券法》（定义见下文）S规例或《证券法》项下另一可豁免登记的情况，依照招股章程的规定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）有条件配售公司的H股（「**国际发售**」）

。

- (B) CICC and Citi are acting as the joint sponsors and overall coordinators, and CICC and Citi are acting as the joint global coordinators of the Global Offering.

中金和花旗担任联席保荐人及整体协调人，而中金及花旗担任全球发售的联席全球协调人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering (through QDII) (as defined below), subject to and on the basis of the terms and conditions set out in this Agreement.

投资者有意根据及受限于本协议所载的条款和条件，于国际发售中（通过QDII）（定义见下文）认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

兹协议如下：

## 1. DEFINITIONS AND INTERPRETATIONS | 定义及释义

- 1.1 In this Agreement, including its schedules, each of the following words and expressions shall have the following meanings:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一层或多层中介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「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；

“**AFRC**” means the Accounting and Financial Reporting Council;

「会财局」指香港会计及财务汇报局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

「总投资金额」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(f);

「批准」具有第6.2(f)条所给予的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

「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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Appendix 8 to the Listing Rules;

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

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

「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交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）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

「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；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「交割」指根据本协议条款和条件认购投资者股份的交割；

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

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

“**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;

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

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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；

“**Contracts (Rights of Third Parties) Ordinance**” means the Contracts (Rights of third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

「《合约（第三者权利）条例》」指《合约（第三者权利）条例》（香港法例第623章）（经不时修订、补充或以其他方式修改）；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形



式的「**控股股东**」须据此解释：

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Joint Global Coordinators and the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「**延迟交付日期**」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，联席全球协调人和整体协调人根据第4.3条通知投资者的较晚日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly;

就任何相关股份而言，「**处置**」包括直接或间接：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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的任何其他证券中的、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购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）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) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或

- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

同意或订约或公开发布有意进行、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通过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，而以现金或以其他方式结算；及「**处置**」须相应解释；

“**Global Offering**” has the meaning given to it in Recital (A);

「**全球发售**」具有叙文(A)所给予的涵义；

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

「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、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；

“**Group**” means the Company and its subsidiaries;

「**本集团**」指公司及其附属公司；

“**H Shares**” means the overseas listed foreign shares in the ordinary share capital of the Company having a nominal value of RMB1.00 per H Share, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「**H股**」指公司普通股本中的境外上市外资股，每股面值为人民币1.00元，以港元进行交易，并拟在证券交易所上市；

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

「**港元**」指香港的法定货币；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

「**香港**」指中国香港特别行政区；

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

「**香港公开发售**」具有叙文(A)所给予的涵义；

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

「**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；

“**International Offering**” has the meaning given to it in Recital (A);

「**国际发售**」具有叙文(A)所给予的涵义；

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「**国际发售通函**」指预期由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；

**“Investor Shares”** means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Joint Global Coordinators and the Overall Coordinators;

「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H股数目，其根据附表一的规定进行计算，并由公司和联席全球协调人及整体协调人厘定；

**"Joint Global Coordinators"** means the Joint Global Coordinators to be appointed by the Company in relation to the Global Offering;

「联席全球协调人」指公司就全球发售委任的联席全球协调人；

**“Laws”** means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;

「法律」指所有相关司法管辖区的任何有关政府部门（包括联交所和证监会）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；

**“Levies”** means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), AFRC transaction levy of 0.00015% and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;

「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）、0.00015%的会财局交易征费及0.00565%的联交所交易费（或上市日期当时的交易费）；

**“Listing Date”** means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「上市日期」指H股首次于联交所主板上市的日期；

**“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;

「《上市规则》」指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求；

**“Lock-up Period”** has the meaning given to it in clause 5.1;

「禁售期」具有第5.1条所给予的涵义；

**“Offer Price”** means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered pursuant to the Global Offering;

「发售价」指根据全球发售拟发售的每股H股的最终港元价格（不包括经纪佣金和征费）；

**“Overall Coordinator(s)”** has the meaning as ascribed to it in the Listing Rules;

「整体协调人」具有《上市规则》所给予的涵义；

**“Over-allotment Option”** has the meaning given to it in the International Offering Circular;

「超额配售权」具有国际发售通函所给予的涵义；

**“Parties”** means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

「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；

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

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

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「初步发售通函」指预期由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）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「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；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「招股章程」指公司就香港公开发售拟在香港发出的最终招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus and application forms to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「公开文件」指国际发售的初步发售通函和国际发售通函，公司就香港公开发售拟在香港发出的招股章程和申请表，及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**” means a qualified domestic institutional investor recognized by the relevant PRC regulatory authority. For the purpose of this cornerstone investment, the Investor has engaged the QDII, acting as the independent asset manager of a single asset management plan, to subscribe for, hold and dispose of the Investor Shares on behalf of the Investor;

「QDII」指相关中国监管机构认定的合格境内机构投资者。为本次基石投资，

投资人聘请QDII作为单一资产管理计划的独立资产管理人，代表投资者认购、持有和处置投资者股份。

“**Regulators**” has the meaning given to it in clause 6.2(h);

「**监管机构**」具有第6.2(h)条所给予的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or the QDII pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「**相关股份**」指可供投资者或QDII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公司的任何股份或其他证券或权益；

“**Regulation S**” means Regulation S under the Securities Act;

「**S规例**」指《证券法》下的S规例；

“**RMB**” or “**Renminbi**” means Renminbi, the lawful currency of the PRC;

「**人民币**」指中国法定货币人民币；

“**Rule 144**” means Rule 144 under the Securities Act;

「**144条**」是指《证券法》下的第144条；

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

「**《证券法》**」指《1933年美国证券法》（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

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

「**证监会**」指香港证券及期货事务监察委员会；

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

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

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「**附属公司**」具有《公司条例》所给予的涵义；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“**US\$**” or “**US dollar**” means the lawful currency of the United States; and

「**美元**」指美国的法定货币；及

“**U.S. Person**” has the meaning given to it in Regulation S.

「**美国人士**」具有S规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:

在本协议中，除非文意另有所指，否则：

(a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

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) the recitals and schedules form an integral part of this Agreement and 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 schedules;

叙文及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附表；

- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；

- (f) a reference to a statute or statutory provision includes a reference:

凡提述法规或法定条文之处均包括提述：

- (i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

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) to any repealed statute or statutory provision which it re-enacts (with or without modification); and

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) to any subordinate legislation made under it;

据此作出的任何附属立法；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

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) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

凡提述「**人士**」或「**主体**」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) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「**包括**」之处须解释为包括但不限于；及

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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. INVESTMENT | 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

在满足下文第3条所述条件（或由各方共同宽免，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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免）后及在本协议其他条款和条件的规限下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Joint Global Coordinators and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Joint Global Coordinators and the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

根据国际发售和作为国际发售的一部分，通过联席全球协调人和整体协调人及 / 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)，投资者将按发售价认购投资者股份，公司将按发售价向投资者发行、配发和配售，联席全球协调人和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；且

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor has a right to elect by notice in writing served to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators not later than

three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

投资者有权在不迟于上市日期前三(3)个营业日向公司、联席全球协调人、联席保荐人及整体协调人送达书面通知，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及 (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) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者须促使该全资附属公司于该日向公司、联席全球协调人、联席保荐人及整体协调人提供书面确认，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；且

- (b) the Investor (i) unconditionally and irrevocably guarantees to each of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者(i)无条件及不可撤销地向公司、联席全球协调人、联席保荐人及整体协调人各自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)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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，必须应要求向公司、联席全球协调人或联席保荐人及整体协调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，而无须公司、联席全球协调人或联席保荐人及整体协调人首先对该全资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 The Company, the Joint Global Coordinators and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

公司、联席全球协调人和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

- 2.4 The Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators (on behalf of themselves and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company, the Joint Global Coordinators and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

公司、联席全球协调人、联席保荐人及整体协调人（代表他们自身和全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由公司、联席全球协调人和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. CLOSING CONDITIONS | 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and obligations of the Company and the Joint Global Coordinators and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

投资者在本协议下根据第2.1条认购投资者股份的义务，及公司、联席全球协调人和整体协调人根据第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下述各项条件（惟第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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免）为条件：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

香港公开发售和国际发售承销协议在不迟于该等承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承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；

- (b) the Offer Price having been agreed upon between the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators (on behalf of the underwriters of the Global Offering);

公司、联席全球协调人、联席保荐人及整体协调人（代表全球发售承销商）已议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver

having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在H股开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

任何有关政府部门未制定或公布任何禁止完成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完成该等交易的有效命令或禁制令；且

- (e) the respective representations, warranties, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

投资者在本协议下的各项声明、保证、承诺和确认在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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company, the Joint Global Coordinators and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and

this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

倘各方于本协议日期后一百八十(180)天（或公司、投资者、联席全球协调人、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或宽免第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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免），投资者购买及公司、联席全球协调人和整体协调人发行、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（一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成），而本协议将停止及终止，公司、联席全球协调人及 / 或联席保荐人及整体协调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各自在本协议项下作出的声明、保证及承诺和确认的行为。

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed (within any particular time period or at all), and no liability of the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators or CGML to the Investor will arise if the Global Offering is not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and/or CGML or their respective affiliates, officers, directors, employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is not completed for any reason by the dates and times contemplated or at all.

投资者确认，无法保证全球发售将会完成（在任何特定期间内完成或根本无法完成），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，则公司、联席全球协调人或联席保荐人及整体协调人或CGML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，而向公司、联席全球协调人、联席保荐人及整体协调人及/或CGML或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. CLOSING | 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Joint Global Coordinators and the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators.

受第3条及第4条规限，投资者将根据全球发售及作为全球发售的一部分，通过联席全球协调人和整体协调人（及/或他们的联属人士）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，或于延迟交付日期，按公司、联席全球协调人、联席保荐人及整体协调人决定的时间及方式予以认购。

- 4.2 The Investor shall or shall procure the QDII to make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Joint Global Coordinators and the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Joint Global Coordinators and the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor, and/or QDII under this Agreement.

投资者须或须促使QDII按上市日期（香港时间）上午8点或之前，以同日收款入账方式以立即可用资金以港元通过电汇向联席全球协调人和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，连同相关经纪佣金与征费，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及/或QDII根据本协议应付的总金额。

- 4.3 If the Joint Global Coordinators and the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Joint Global Coordinators and the Overall Coordinators shall notify the Investor and QDII in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor and QDII on the Delayed Delivery Date, the Investor shall nevertheless pay or shall procure QDII to pay for the Investors Shares as specified in clause 4.2.

倘若联席全球协调人和整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分股份，联席全球协调人和整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者及QDII将会延迟交付的投资者股份数目；及(ii)于不迟于实际延迟交付日期两(2)个营业日之前书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者及QDII，投资者仍须或须促使QDII按第4.2条所载就投资者股份作出支付。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor and QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor or QDII to the Joint Global Coordinators and the Overall Coordinators in writing no later than two (2) business day prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

根据第4.2条就投资者股份作出如期支付后，向投资者及QDII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或QDII于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予联席全球协调人和整体协调人的中央结算系统投资者持有人账户或中央结算系统股份账户。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

在不损害第4.3条的原则下，投资者股份亦可以公司、联席全球协调人、联席保

荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付及付款，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML shall cease and terminate (but without prejudice to any claim which the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML may have against the Investor arising out of its failure to comply with its obligations under this Agreement). the Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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），公司、联席全球协调人、联席保荐人、整体协调人和CGML各自绝对酌情保留终止本协议的权利，在此情况下公司、联席全球协调人、联席保荐人、整体协调人和CGML的所有义务及责任须停止和终止（但不得损害公司、联席全球协调人、联席保荐人、整体协调人和CGML因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能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，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。

- 4.7 The Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Joint Sponsors or the Overall Coordinators or the Joint Global Coordinators (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike,

lockout, other industrial action, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute, epidemic, pandemic or disease outbreak (including but not limited to the Coronavirus (COVID-19) outbreak) and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

倘若因超出公司、联席保荐人、整体协调人或联席全球协调人（视情况而定）控制之外的情况阻止或延误公司、联席全球协调人、联席保荐人、整体协调人和CGML及其各自的联属人士履行其在本协议下的义务，则公司、联席全球协调人、联席保荐人、整体协调人和CGML及其各自的联属人士均无须（不论是共同还是各别）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，该等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他劳工行动、电力或其他供应出现一般故障、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、流行病、大流行病或疾病的爆发（包括但不限于2019冠状病毒病的爆发）以及任何现有或未来的法律、条例、法规、任何现有或未来的政府活动行为或类似行为发生改变。

## 5. RESTRICTIONS ON THE INVESTOR | 对投资者的限制

- 5.1 Subject to clause 5.2, the Investor agrees, covenants with and undertakes to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

在第5.2条的规限下，投资者与公司、联席全球协调人、联席保荐人、整体协调人议定、契诺并向其承诺，未经公司、联席全球协调人、联席保荐人、整体协调人各自的事先书面同意，投资者不会（不论直接或间接）自上市日期起六(6)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；(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。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

在进行该转让之前，该全资附属公司给予书面承诺（致达公司、联席全球协调人及联席保荐人及整体协调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；

- (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, representations and warranties as provided in clause 6;

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；

- (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

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；

- (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

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（致达公司、联席全球协调人、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人），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，并须共同及各别地承担本协议项下所有责任及义务；且

- (e) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

该全资附属公司(i)不是美国人士；(ii)目前位于美国境外，及(iii)根据S规例在离岸交易中收购相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital.

投资者同意及承诺，除非取得公司、联席全球协调人、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于公司全部已发行股本中拥有的总股权应低于公司全部已发行股本的10%（或于《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 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators, provide reasonable evidence to the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.

投资者同意，投资者乃按自营投资基准于公司股本中持有股权，及应公司、联席全球协调人及 / 或联席保荐人及整体协调人合理请求向公司、联席全球协调人和联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其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H股（投资者股份除外）或申请香港公开发售的H股。

- 5.5 The Investor and its affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the Stock Exchange Guidance Letter HKEX-GL51-13 or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其附属人士、董事、高级人员、雇员或代理均不得与公司、公司的控股股东、本集团任何其他成员公司或其各自的附属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括联交所指引信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）。

## 6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES | 承认、声明、承诺和保证**

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML that:

投资者向公司、联席全球协调人、联席保荐人、整体协调人和CGML分别承认、同意和确认:

- (a) each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

公司、联席全球协调人、联席保荐人、整体协调人和CGML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，表明全球发售将进行或完成（在任何特定期限内进行或完成或根本无法进行或完成），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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available for public inspection in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

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《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及供公众查阅；

- (c) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

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) the Investor Shares will be subscribed for by the Investor through the Joint Global Coordinators and the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过联席全球协调人和整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

- (e) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据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) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份数目可能受根据《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H股，或联交所可能批准及不时适用于公司的其他比例影响；

- (g) at or around the time of entering into this Agreement or at any time hereafter but

before the closing of the International Offering, the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and/or CGML have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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，公司、联席全球协调人、联席保荐人、整体协调人及/或CGML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；

- (h) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份尚未亦将不会根据《证券法》或美国的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了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份（除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中），也不得在任何其他司法管辖区进行，但该等司法管辖区适用法律允许者除外；

- (i) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

其明白及同意，仅可(A)依据第144条或《证券法》下其他可用豁免在美国内部转让投资者股份；或(B)依据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，及在各种情况下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；

- (j) it understands that none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- 其明白，公司、联席全球协调人、联席保荐人、整体协调人、CGML或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明；
- (k) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- 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，投资者须促致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；
- (l) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(l)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(l)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its

affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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、监事、高级人员、雇员、顾问及代表（「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其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(1)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)不得、且将确保其获授权接收人（按照本第6.1(1)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H股或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；

- (m) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and

nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

不得依据初步发售通函草案或招股章程草案或可能提供（不论书面或口头）予投资者及 / 或其代表的任何其他材料作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

初步发售通函草案或招股章程草案或可能向投资者提供（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）；

- (n) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

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；

- (o) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of the Regulation S) with respect to the H Shares;

投资者、其任何联属人士或代表他们行事的任何人均未参与或将参与任何有关H股的定向销售活动（定义见S规例）；

- (p) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators or CGML concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investment Shares required by or on behalf of the Investor;

其已获其认为对评估收购投资者股份的投资价值及风险属必要或可取的所有信息，及被给予询问公司、联席全球协调人、联席保荐人、整体协调人或CGML有关公司、投资者股份或其认为对评估收购投资者股份的投资价值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，且公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息；

- (q) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and/or CGML (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators CGML and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the

International Offering Circular and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅已或将依赖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公司、联席全球协调人、联席保荐人、整体协调人及 / 或CGML（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，及公司、联席全球协调人、联席保荐人、整体协调人、CGML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，及公司、联席全球协调人、联席保荐人、整体协调人、CGML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国际发售通函中未载列的任何信息或材料，或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (r) none of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the other underwriters, the capital market intermediaries and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

联席全球协调人、联席保荐人、整体协调人、CGML、其他承销商、资本市场中介人及其各自董事、监事、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投资价值、认购、购买或发售投资者股份，或公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或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，否则公司及其董事、监事、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投资价值、认购、购买或发售投资者股份，或公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或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；

- (s) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其（直接或间接）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；

- (t) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or the underwriters in connection with the Global Offering and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor



Shares;

其已就公司、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，及已经就投资者股份之投资相关的税务、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以其他方式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公司或任何联席全球协调人、联席保荐人、整体协调人、CGML或承销商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安慰，及公司、联席全球协调人、联席保荐人、整体协调人、CGML或其各自联系人、联属人士、董事、监事、高级人员、雇员、顾问或代表均不对收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；

- (u) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisors, nor any parties involved in the Global Offering, have made no assurances that a public or active market will ever exist for the Investor Shares;

其明白，投资者股份目前并无公开市场，及公司、联席全球协调人、联席保荐人、整体协调人、CGML、全球发售的承销商或其各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的任何各方，并未就将存在投资者股份的公开市场或活跃市场作出担保；

- (v) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

若全球发售因故未完成，则公司、联席全球协调人、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；

- (w) the Company and the Joint Global Coordinators and the Overall Coordinators, will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

公司及联席全球协调人和整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；

- (x) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5;

投资者已同意于上市日期上午8:00（香港时间）前，或根据第4.5条商定的其他日子，支付总投资金额及有关经纪佣金和征费；

- (y) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

交易H股须遵守适用法律（包括根据《证券及期货条例》、《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）；且

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators that:

投资者向公司、联席全球协调人及联席保荐人及整体协调人分别进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

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；

- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

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）；

- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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；

- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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；

- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required

to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed;

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；

- (g) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

投资者签订及交付本协议，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；

- (h) it has and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators, to the Stock Exchange, the SFC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange, and agrees and consents to the disclosure of, such information (including identity information of the ultimate beneficial owner, if any, of the Investor Shares and/or the person ultimately responsible for the giving of the instruction relating to the acquisition) within the time and as requested by the applicable authorities or bodies or securities exchange (the “**Regulators**”). The Investor further authorizes the

Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators or their respective affiliates to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request;

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」）的要求在时限内向联交所、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公司、联席全球协调人及/或联席保荐人及整体协调人向上述机构提供其所要求的信息（包括投资者股份最终实益拥有人（如有）和/或最终负责发出有关收购指令的人士的身份信息），并接受及同意该等信息的披露。投资者进一步授权公司、联席全球协调人、联席保荐人及整体协调人或其各自联属人士向监管机构披露其要求的有关本协议项下交易的所有信息；

- (i) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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投资价值及风险；(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；

- (j) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators or CGML in connection with the transactions contemplated thereunder;

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，其不再为有关本协议下拟议的交易任何联席全球协调人或联席保荐人、整体协调人或CGML的客户；

- (k) it is subscribing for the Investor Shares as principal for its own account and for

investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

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公司董事或高级人员；

- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;

若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且其并非美国人士；

- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份；

- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; and (iii) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company;

投资者及投资者的实益拥有人及 / 或联系人(i)为独立于公司的第三方；

(ii) (无论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任何关系)并非公司的关连人士(定义见《上市规则》)或其联系人,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公司关连人士(定义见《上市规则》),及将在紧接本协议完成后独立于有关控制公司的关连人士或不会与该等人士一致行事(定义见《香港公司收购及合并守则》);及(iii)并非受公司的任何核心关连人士(定义见《上市规则》)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任何该等核心关连人士有关收购、出售公司证券、就其进行表决或以其他方式处置公司证券的任何指令;

- (o) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人及/或联系人均非联席全球协调人、联席保荐人、整体协调人、CGML、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录六(《股本证券的配售指引》)赋予其的涵义;

- (p) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules;

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

- (q) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者、其实益拥有人及其各自联系人均非公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何人士的代名人；

- (r) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销H股与任何「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公司事先书面同意则除外；

- (s) the subscription for the Investor Shares will comply with the provisions of Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules and the Stock Exchange Guidance Letters HKEX-GL51-13 and HKEX-GL85-16;

认购投资者股份将遵守《上市规则》附录六（《股本证券的配售指引》）的条文及联交所指引信HKEX-GL51-13及HKEX-GL85-16；

- (t) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得公司任何关连人士、任何联席全球协调人、联席保荐人、整体协调人、CGML或全球发售的任何承销商（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；

- (u) except as provided for in this Agreement (including the agreement with QDII), the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;



除非本协议（包括与QDII的协议）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；

- (v) the QDII is duly recognized by the relevant governmental authorities in the PRC and permitted to invest in offshore securities markets, and is duly authorized by the Investor to perform all duties and obligations that are necessary for and in connection with the transactions contemplated herein;

QDII已获得中国相关政府机构的正式认可，并获准投资离岸证券市场，并获得投资者的正式授权，可履行其与本文拟进行的交易所需的所有职责和义务；

- (w) in the case of investment through QDII, the Investor unconditionally and irrevocably undertakes and guarantees to each of the Company, the Overall Coordinators and the Joint Sponsors that:

在投资者通过QDII进行投资的情况下，投资者无条件且不可撤销地向本公司、整体协调人及联席保荐人承诺并保证：

- (i) it will procure that the QDII will be bound by, give, make and perform all of the obligations, undertakings, representations, warranties, indemnities and liabilities of the Investor arising out of, under or in connection with this Agreement (the “**Investor Obligations**”); and

其将促使QDII就由于本协议所产生的、本协议项下的或者本协议相关的所有投资者义务、承诺、声明、保证、弥偿及责任（「**投资者义务**」）而言，QDII受该等投资者义务所约束并给与、做出及履行投资者义务；及

- (ii) it will procure the due and punctual performance and observance by the QDII of all of the Investor Obligations.

其将促使QDII准时履行并遵守所有投资者义务。

- 6.3 The Investor represents and warrants to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member is true,

complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and the SFC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向公司、联席全球协调人、联席保荐人、整体协调人、CGML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)条条文的前提下，若在公司、联席全球协调人、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及公司、联席全球协调人及 / 或联席保荐人及整体协调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 / 或公司、联席全球协调人及 / 或联席保荐人及整体协调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 / 或有权监管机构（包括联交所及证监会）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 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the

United States, amongst others. The Investor acknowledges that the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the underwriters, the capital market intermediaries and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，公司、联席全球协调人、联席保荐人及整体协调人、CGML、承销商、资本市场中介人及其各自附属公司、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公司、联席全球协调人、联席保荐人、整体协调人、CGML。

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.]

投资者同意及承诺，在经要求后，对由于投资者或其高级人员、董事、雇员、职员、联属人士、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）针对公司、联席全球协调人、联席保荐人、整体协调人、CGML及全球发售的其他承销商（代表自身或以信托的形式

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、雇员、职员、联系人、合伙人、代理及代表(统称「获弥偿方」)提起或证明的任何及所有亏损、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以此为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

投资者于第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 The Company represents, warrants and undertakes that:

公司声明、保证及承诺:

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;  
其依据中国法律妥为注册成立及有效存续;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;  
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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the

Stock Exchange;

在第5.1条所载付款及禁售期的规限下，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联交所上市的H股享有同等地位；

- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Stock Exchange Guidance Letter HKEX-GL51-13) with any of the Investors or its affiliates, directors, officers, employees or agents; and

公司及其控股股东（定义见《上市规则》）、本集团任何成员及其各自的联属人士、董事、高级人员、雇员和代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括联交所指引信HKEX-GL51-13）不一致的任何协议或安排（包括任何附函）；且

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除非本协议规定，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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing the H Shares in the International Offering.

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H股的其他投资者相同的权利。

## 7. TERMINATION | 终止

7.1 This Agreement may be terminated:

本协议可:

- (a) in accordance with clauses 3.2 or 4.6;

根据第3.2条或第4.6条予以终止;

- (b) solely by the Company, or by each of the Joint Global Coordinators and the Joint Sponsors, the Overall Coordinators or CGML, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

倘若投资者于国际发售交割或(如适用)延迟交付日期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),则由公司或每一联席全球协调人及联席保荐人、整体协调人或CGML(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) with the written consent of all the Parties.

经全体各方书面同意予以终止。

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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针对该等其他方提出任何申索(前提是不损害任何一方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)。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY | 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Global Coordinators, CGML, the Joint Sponsors and the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议以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公司、联席全球协调人、CGML、联席保荐人、整体协调人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可以通过以下方式披露本协议：

(a) to the Stock Exchange, the SFC and/or other Regulators to which the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators in connection with the Global Offering;

向联交所、证监会及 / 或公司、联席全球协调人及 / 或联席保荐人、整体协调人受之监管的其他监管机构披露，及在公司将发行的公开文件及公司、联席全球协调人及 / 或联席保荐人、整体协调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描述投资者的背景及公司与投资者之间的关系；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the

confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

向该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理披露（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、监事、高级人员及相关雇员、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、监事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange and the SFC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available for inspection by the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

或任何一方可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所及证监会）或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《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使之可供公众查阅）或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定披露。

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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公司、联席全球协调人及联席保荐人及整体协调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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators and their respective counsels.

公司须尽合理努力将任何公开文件中涉及本协议、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。投资者各自须与公司、联席全球协调人及联席保荐人及整体协调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，及应立即向公司、联席全球协调人及联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC.

投资者承诺立即提供就准备第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（包括提供公司、联席全球协调人或联席保荐人及整体协调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）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)令公司能够遵守适用的公司或证券登记及 / 或包括联交所和证监会在内的主管监管机构的要求。

## 9. NOTICES | 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:

若发送至公司，则发送至：

Address | 地址 : Unit 901-909, 9F, Building No.2,  
Chengdu Eastern Airlines Center, 32  
Lin'gang Road, Shuangliu District,  
Chengdu, Sichuan Province, PRC

中国四川省成都市双流区临港路32号  
成都东航中心2号楼9层901-909单元

Email | 电子邮件 : zengm@dekanggroup.com

Attention | 收件人 : Zeng Min

曾民

若发送至投资者，则发送至：

Address | 地址 : Room 208, E-Commerce Building,  
Zhonghe Street, Xiushan County,  
Chongqing, PRC

中国重庆市秀山县中和街道电商大厦  
208室

Email | 电子邮件 : 123694533@qq.com

Attention | 收件人 : Wu Shushu

伍舒舒

If to CICC, to:

若发送至中金，则发送至：

Address | 地址 : 29/F One International Finance Center  
1 Harbour View Street  
Central  
Hong Kong  
香港中环港景街1号国际金融中心一期29楼

Email | 电子邮件 : Liyan@cicc.com.cn

Attention | 收件人 : Li Yan

If to Citi, to:

若发送至花旗，则发送至：

Address | 地址 : 50/F, Champion Tower  
3 Garden Road  
Central  
Hong Kong  
香港中环花园道3号冠君大厦50楼

Email | 电子邮件 : raymond.lei@citi.com

Attention | 收件人 : Raymond Lei

If to Citigroup Global Markets Asia Limited to:

若发送至Citigroup Global Markets Asia Limited，则发送至：

Address | 地址 : 33 Canada Square Canary Wharf  
London E14 5LB United Kingdom

Email | 电子邮件 : raymond.lei@citi.com

Attention | 收件人 : Raymond Lei

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, at the time of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、电邮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；若通过电邮发送，则为发出之时；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. GENERAL | 一般条款

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

各方确认及陈述已正式获其授权、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。除公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、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 Save for manifest error, calculations and determinations made in good faith by the Company and the Joint Global Coordinators and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

除明显错误外，就本协议而言，公司及联席全球协调人和整体协调人真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。

- 10.3 The Investor, the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and CGML shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

投资者、公司、联席全球协调人、联席保荐人、整体协调人及CGML在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及 / 或批准时应通力合作。

- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

除非经全体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 This Agreement will be executed in the English language only. Chinese translation is provided for reference only.

本协议仅以英语签署，中文翻译仅供参考。

- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement (if any) shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

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（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。

10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除投资者订立的保密协议外，本协议构成有关投资者于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 To the extent otherwise set out in this Clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

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) 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 sub-clause 10.10(a).

未经第10.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。

- 10.11 Each of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Each of the Joint Global Coordinator, the Joint Sponsor or CGML shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

联席全球协调人、联席保荐人、整体协调人及CGML各自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公司或投资者任何该等转授通知）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，联席全球协调人、联席保荐人或CGML各自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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right 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 law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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）公司、联席全球协调人、联席保荐人、整体协调人及CGML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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各方均向其他方承诺，其将签立及执行并促使签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. GOVERNING LAW AND JURISDICTION | 管辖法律和司法管辖权

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

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 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the

foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效（「**争议**」）须根据于递交仲裁申请之日具有效力的《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文。仲裁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的向任何司法当局提出任何形式上诉、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，及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

## 12. IMMUNITY | 豁免

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor 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 arbitration proceedings), 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 any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including 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 Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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（基于主权或国家地位或其他）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、送达诉讼文件、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）的其他诉讼、讼案或法律程序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. PROCESS AGENT | 诉讼文件送达代理人**

- 13.1 The Investor irrevocably agrees to, within five (5) business days upon notified by the Company, appoint a process agent acceptable to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor). The Investor agrees to deliver to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML a copy of the process agent's acceptance of that appointment as soon as practicable and to ensure that such appointment shall not adversely affect the proceeding procedures of the Company.

投资者不可撤销地同意在收到公司通知后的五（5）个营业日内委任公司、联席全球协调人、联席保荐人、整体协调人及CGML认可的诉讼文件代理人，为其及代表其在香港接收送达的诉讼文件。在送达至诉讼文件代理人后有关送达须被视为已完成（不论诉讼文件是否转寄至投资者或投资者是否接收）。投资者同意在委任诉讼文件代理人后尽快向公司、联席全球协调人、联席保荐人、整体协调人及CGML发送其接受委任文件的副本，并确保相关的委任不会影响公司的诉讼程序。

### **14. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES | 认可美国特别处置机制**

- 14.1 In the event that any underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such 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.

如果任何构成受规管实体的承销商成为美国特别处置机制下的诉讼对象，则该承销商对本协议以及本协议中或本协议下的任何权益和义务的转让，其效力视同在本协议以及任何此类权益和义务受美国或美国某州法律管辖的情况下根据美国特别处置机制作出的转让。

- 14.2 In the event that any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such 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.

如果任何构成受规管实体的承销商或该承销商在美国《银行控股公司法》联属人士成为美国特别处置机制下的诉讼对象，则本协议项下可对该承销商行使的违约权，允许行使的范围不超过在本协议受美国或美国某州法律管辖的情况下根据美国特别处置机制可行使的违约权。

For the purposes of this clause 14:

就本第14条而言：

“**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);

「美国《银行控股公司法》联属人士」具有《美国法典》第12卷第1841(k)条（12 U.S.C. § 1841(k)）所给予“联属人士”一词的涵义，并应根据该条规定进行解释；

“**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

「受规管实体」指以下任何实体：(i) 《美国联邦法规典集》第12卷第252.82(b)

条（12 C.F.R. § 252.82(b)）定义并根据其解释的“受规管实体”（covered entity）； (ii) 《美国联邦法规典集》第12卷第47.3(b)条（12 C.F.R. § 47.3(b)）定义并根据其解释的“受规管银行”（covered bank）； 或(iii) 《美国联邦法规典集》第12卷第382.2(b)条（12 C.F.R. § 382.2(b)）定义并根据其解释的“受规管的美国联邦存款保险公司监管机构”（covered FSI）；

“**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; and

「**违约权**」具有《美国联邦法规典集》第12卷第252.81条、第47.2条或第382.1条（12 C.F.R. §§ 252.81, 47.2 or 382.1）（如适用）所给予的涵义，并应根据前述各条规定进行解释； 以及

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

「**美国特别处置机制**」指下列任何一项： (i) 美国《联邦存款保险法》及据此颁布的规定和(ii) 美国《多德-弗兰克华尔街改革和消费者保护法》第二章及据此颁布的规定。

## 15. **BAIL-IN | 内部财务重整**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreement, arrangement or understanding between the UK Bail-in Parties and the UK Bail-in Counterparties, each UK Bail-in Counterparty acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority and acknowledges, accepts and agrees to be bound by:

尽管有本协议的任何其他条款或英国内部财务重整方与英国内部财务重整对手方之间的任何其他协议、安排或谅解（排除该等条款、协议、安排或谅解的适用），每位英国内部财务重整对手方承认并接受，本协议项下产生的英国内部财务重整债务可能受到相关英国处置机构行使英国内部财务重整权的约束，并承认、接受并同意受以下约束：

- (a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the relevant UK Bail-in Party to the relevant UK Bail-in Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

相关英国处置机构就本协议项下相关英国内部财务重整方对相关英国内部财务重整对手方的任何英国内部财务重整债务而行使英国内部财务重整权的后果，其中（但不限于）可能包括并导致以下任何一种情况，或某几种情况的组合：

- (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

减少英国内部财务重整债务或其到期未付款项的的全部或部分；

- (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the relevant UK Bail-in Party or another person, and the issue to or conferral on the relevant UK Bail-in Counterparty of such shares, securities or obligations;

将英国内部财务重整债务全部或部分转换为相关英国内部财务重整方或另一主体的股份、其他证券或其他债务，以及向英国内部财务重整对手方发行或授予其此类股份、证券或债务；

- (iii) the cancellation of the UK Bail-in Liability; and

取消英国内部财务重整债务； 以及

- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

修改或更改其任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；

- (b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by

the relevant UK resolution authority.

在相关英国处置机构认为必要的情况下，为落实相关英国处置机构行使英国内部财务重整权，对本协议的条款进行修改。

For the purposes of this clause 15:

就本第15条而言：

**“UK Bail-in Counterparties”** refers to any party to the Agreement to whom any UK Bail-in Party owes a UK Bail-in Liability under or in connection with this Agreement from time to time;

「**英国内部财务重整对手方**」指任何英国内部财务重整方根据本协议或就本协议不时向其承担英国内部财务重整债务的本协议任何一方；

**“UK Bail-In Legislation”** means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);

「**英国内部财务重整法**」指英国《2009年银行法》第一部分和英国境内适用的与处置经营不善或濒临破产银行、投资公司或其他金融机构或其附属人士（通过清算、管理或其他破产程序除外）相关的任何其他法律或法规；

**“UK Bail-in Liability”** means a liability in respect of which the UK Bail-in Powers may be exercised;

「**英国内部财务重整债务**」指可行使英国内部财务重整权的债务；

**“UK Bail-in Parties”** refers to the relevant Party to which the UK Bail-in Legislation applies and each a **“UK Bail-in Party”**;

「**英国内部财务重整方**」指英国内部财务重整法所适用的相关方的合称或单称；

**“UK Bail-In Powers”** means the powers under the UK Bail-In Legislation to cancel,

transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

「**英国内部财务重整权**」指英国内部财务重整法项下的下列权力：取消、转让或稀释构成银行或投资公司或银行或投资公司联属人士之主体发行的股份；取消、减少、修改或变更该主体的债务形式或产生该债务的任何合约或工具；将该债务全部或部分转换为该主体或任何其他主体的股份、证券或债务；将该债务全部或部分转换为该主体或任何其他主体的股份、证券或债务；规定任何此类合约或工具具有的效力犹如一项权利已根据该合约或工具行使；或暂停与该债务有关的任何义务。

## 16. COUNTERPARTS | 副本

16.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

**IN WITNESS** whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。





代表：

四川德康农牧食品集团股份有限公司

签字：

姚海龙



姓名：姚海龙

职位：总经理

代表:

秀山县欣之园市场管理股份有限公司



签字:

杨光国

姓名:

杨光国

职位:

法定代表人

代表:

中国国际金融香港证券有限公司

签字:

A handwritten signature in black ink, appearing to read 'Susan', written in a cursive style.

姓名: 杨素兰

职位: 董事总经理

代表:

花旗环球金融亚洲有限公司

签字:



姓名: 钱叶文

职位: 董事总经理

代表:

CITIGROUP GLOBAL MARKETS LIMITED

签字: 

姓名: 钱叶文

职位: 董事总经理

## SCHEDULE 1 - INVESTOR SHARES | 附表一 投资者股份

### Number of Investor Shares

#### 投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of **US\$ 20,000,000** (calculated based on the US dollar : Hong Kong dollar exchange rate prevailing at 11 a.m. on 20 November 2023 published by Agricultural Bank of China) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot as specified in the Prospectus.

投资者股份数目应等于(1)相当于**20,000,000美元**的港元（按中国农业银行公布的2023年11月20日上午11时的美元兑港元外汇交易汇率计算得出）（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，向下四舍五入至最接近招股章程中指定的整数每手买卖单位。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - Hong Kong Public Offering – Reallocation and Clawback” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering.

根据《上市规则》第18项应用指引第4.2段及联交所授予的豁免（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H股重新分配的影响。若香港公开发售H股的总需求出现公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」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。

## SCHEDULE 2 - PARTICULARS OF INVESTOR | 附表二 投资者详情

### The Investor

#### 投资者

Place of incorporation: 注册成立地:	Building 12, Microfilm City, Xiushan County Logistics Park, Chongqing, PRC 中国重庆市秀山县物流园区微电影城 12号楼
Unified Social Credit Identifier 统一社会信用代码:	915002410846554092
Taxpayer Identification Number 纳税人识别号:	915002410846554092
Legal Representative: 法定代表人:	Yang Guangguo 杨光国
Principal business: 主要业务:	General: property management; freight transportation agency services; warehousing services (excluding hazardous chemicals); catering management; advertising design and production; conference services, ceremonial services, display and exhibition services; hosting of approved cultural and artistic exchange activities (excluding performances); photographic and video services; film projection; VR virtual reality technology experience services; retail pre-packaged food; corporate image planning, corporate



marketing planning; business information consulting services; business management consulting; human resource management consulting; audio equipment, forklift, monitoring equipment rental. (Business subjects to approval can only be operated after obtaining approval) (Except for projects subject to approval according to law, independently carry out business activities according to law with a business license)

一般项目：物业管理；货物运输代理服务；仓储服务（不含危险化学品）；餐饮管理；广告设计制作；会务服务、庆典礼仪服务、展示展览服务；承办经批准的文化艺术交流活动（不含演出）；摄影摄像服务；电影放映；VR虚拟现实技术体验服务；零售预包装食品；企业形象策划、企业营销策划；商务信息咨询服务；企业管理咨询；人力资源管理咨询；音响设备、叉车、监控设备租赁。（须经审批的经营项目，取得审批后方可从事经营）。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）

Ultimate controlling shareholder:

最终控股股东：

Xiushan Tujia and Miao Autonomous County State-owned Assets Supervision and Administration Office

秀山土家族苗族自治县国有资产监督管理委员会办公室

Place of incorporation of ultimate controlling shareholder:

最终控股股东的注册地：

Building 1 (6th floor), No. 192, Dongfeng Road, Zhonghe Street, Xiushan County, Chongqing, PRC

中国重庆市秀山县中和街道东风路192

号1幢（6层）

Unified Social Credit Identifier of ultimate controlling shareholder:

12500241MB0W110679

最终控股股东的统一社会信用代码:

Principal activities of ultimate controlling shareholder:

Government agency

政府机关

最终控股股东的主要业务:

Shareholder and interests held:

Xiushan Huayu Logistics Investment Co., Ltd. (秀山华渝物流投资有限公司) –99%

股东及股东持有的权益:

Chongqing Cuntou Technology Development Co., Ltd. (重庆村头科技发展有限公司) – 1%

Description of the Investor for insertion in the Prospectus:

投资者在招股章程中的描述:

Xiushan Xinzhiyuan, established on 27 November 2013 in Chongqing, is a stated-owned enterprise. It is owned as to 99% by Xiushan Huayu Logistics Investment Co., Ltd. (秀山华渝物流投资有限公司) (“**Xiushan Huayu**”) and 1% by Chongqing Cuntou Technology Development Co., Ltd. (重庆村头科技发展有限公司), which is wholly owned by Xiushan Huayu. Xiushan Huayu is owned as to 77.821% by Chongqing Xiuye Investment Group Co., Ltd. (重庆秀业投资集团有限公司), which is in turn wholly owned by Xiushan Tujia and Miao Autonomous County State-owned Assets Supervision and Administration Office (秀山土家族苗族自治县国有资产监督管理办公室), and 22.179% by Agricultural Development Bank of China (中国农业发展银行), which is ultimately owned by the State Council of

the People's Republic of China (中华人民共和国国务院), respectively. Xiushan Xinzhiyuan is principally engaged in the business of property management.

Our Company became acquainted with Xiushan Xinzhiyuan through our business relationship.

22 November 2023  
2023年11月22日

**DEKON FOOD AND AGRICULTURE GROUP**  
四川德康农牧食品集团股份有限公司

AND  
及

**QUXIAN HUIXING INDUSTRIAL INVESTMENT CO., LTD.**  
渠县汇兴产投实业有限公司

AND  
及

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**  
中国国际金融香港证券有限公司

AND  
及

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**  
花旗环球金融亚洲有限公司

AND  
及

**CITIGROUP GLOBAL MARKETS LIMITED**

**CORNERSTONE INVESTMENT AGREEMENT**  
基石投资协议

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**THIS AGREEMENT** (this “**Agreement**”) is made on 22 November 2023

本协议（本「协议」）于2023年11月22日订立

**BETWEEN:**

订约方:

(1) **Dekon Food and Agriculture Group** (四川德康农牧食品集团股份有限公司), a joint stock company incorporated in the PRC, whose registered office is at Unit 901-909, 9th Floor, Building 2, Chengdu Eastern Airlines Center, 32 Lingang Road, Shuangliu District, Chengdu, Sichuan Province, PRC (the “**Company**”);

四川德康农牧食品集团股份有限公司，一家在中华人民共和国注册成立的公司，其注册办事处位于四川省成都市双流区临港路一段32号成都东航中心2号楼9层901-909单元（「公司」）；

(2) **Quxian Huixing Industrial Investment Co., Ltd.**, a company incorporated in the PRC, whose registered office is at Xinyuan Community, Tianxing Town, Qu County, Dazhou City, Sichuan Province, PRC (the “**Investor**”);

渠县汇兴产投实业有限公司，一家在中国注册成立的公司，其注册办事处位于中国四川省达州市渠县天星镇新园社区（「投资者」）；

(3) **China International Capital Corporation Hong Kong Securities Limited** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);

中国国际金融香港证券有限公司，位于香港中环港景街1号国际金融中心一期29楼（「中金」）；

(4) **Citigroup Global Markets Asia Limited** of 50/F, Champion Tower, 3 Garden Road, Central, Hong Kong (“**Citi**”, together with CICC, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);

花旗环球金融亚洲有限公司，位于香港中环花园道3号冠君大厦50楼（「花旗」，连同中金单称或合称为「联席保荐人」）；及

(5) **Citigroup Global Markets Limited** of 33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom (“**CGML**”); and

(CICC and Citi, the “**Joint Global Coordinators**” and each a “**Joint Global Coordinator**”)

（中金和花旗，单称或合称为「联席全球协调人」）

**WHEREAS:**

鉴于:

(A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

公司申请其H股（定义见下文）以全球发售（「**全球发售**」）方式于联交所（定义见下文）上市，有关发售包括：

(i) a public offering by the Company for subscription of H Shares by the public in Hong Kong (the “**Hong Kong Public Offering**”) as elaborated in the Prospectus (defined below), and

公司作出的公开发售，以供香港公众认购H股（定义见下文）（「**香港公开发售**」），详情请参阅招股章程（定义见下文）；及

(ii) a conditional placing of H Shares offered by the Company as elaborated in the Prospectus outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

依据《证券法》（定义见下文）S规例或《证券法》项下另一可豁免登记的情况，依照招股章程的规定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）有条件配售公司的H股（「**国际发售**」）

。

(B) CICC and Citi are acting as the joint sponsors and overall coordinators, and CICC and Citi are acting as the joint global coordinators of the Global Offering.

中金和花旗担任联席保荐人及整体协调人，而中金及花旗担任全球发售的联席全球协调人。

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering (through QDII) (as defined below), subject to and on the basis of the terms and conditions set out in this Agreement.

投资者有意根据及受限于本协议所载的条款和条件，于国际发售中（通过QDII）（定义见下文）认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

兹协议如下：

## 1. DEFINITIONS AND INTERPRETATIONS | 定义及释义

1.1 In this Agreement, including its schedules, each of the following words and expressions shall have the following meanings:

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：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise

requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一层或多层中介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「**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；

“**AFRC**” means the Accounting and Financial Reporting Council;  
「**会财局**」指香港会计及财务汇报局；

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;  
「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

“**Approvals**” has the meaning given to it in clause 6.2(f);  
「**批准**」具有第6.2(f)条所给予的涵义；

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;  
「**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；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Appendix 8 to the Listing Rules;  
「**经纪佣金**」指按《上市规则》附件8第7(1)段规定以总投资金额的1%计算的经纪佣金；

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;  
「**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交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）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;  
「**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；



“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

「交割」指根据本协议条款和条件认购投资者股份的交割；

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

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

“**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;

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

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

「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；

“**Contracts (Rights of Third Parties) Ordinance**” means the Contracts (Rights of third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

「《合约（第三者权利）条例》」指《合约（第三者权利）条例》（香港法例第623章）（经不时修订、补充或以其他方式修改）；

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释；

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Joint Global Coordinators and the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

「延迟交付日期」指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，联席全球协调人和整体协调人根据第4.3条通知投资者的较晚日期；

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly; 就任何相关股份而言，「处置」包括直接或间接；

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or 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的任何其他证券中的、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购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）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) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or 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) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “disposal” shall be construed accordingly; 同意或订约或公开发布有意进行、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通过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，而以现金或以其他方式结算；及「处置」须相应解释；

“Global Offering” has the meaning given to it in Recital (A);  
「全球发售」具有叙文(A)所给予的涵义；

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

「有关政府部门」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、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；

**“Group”** means the Company and its subsidiaries;

「本集团」指公司及其附属公司；

**“H Shares”** means the overseas listed foreign shares in the ordinary share capital of the Company having a nominal value of RMB1.00 per H Share, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「H股」指公司普通股本中的境外上市外资股，每股面值为人民币1.00元，以港元进行交易，并拟在证券交易所上市；

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

「港元」指香港的法定货币；

**“Hong Kong”** means the Hong Kong Special Administrative Region of the PRC;

「香港」指中国香港特别行政区；

**“Hong Kong Public Offering”** has the meaning given to it in Recital (A);

「香港公开发售」具有叙文(A)所给予的涵义；

**“Indemnified Parties”** has the meaning given to it in clause 6.5, and **“Indemnified Party”** shall mean any one of them, as the context shall require;

「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；

**“International Offering”** has the meaning given to it in Recital (A);

「国际发售」具有叙文(A)所给予的涵义；

**“International Offering Circular”** means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

「国际发售通函」指预期由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；

**“Investor Shares”** means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Joint

Global Coordinators and the Overall Coordinators;

「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H股数目，其根据附表一的规定进行计算，并由公司和联席全球协调人及整体协调人厘定；

**"Joint Global Coordinators"** means the Joint Global Coordinators to be appointed by the Company in relation to the Global Offering;

「联席全球协调人」指公司就全球发售委任的联席全球协调人；

**"Laws"** means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;

「法律」指所有相关司法管辖区的任何有关政府部门（包括联交所和证监会）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；

**"Levies"** means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), AFRC transaction levy of 0.00015% and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;

「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）、0.00015%的会财局交易征费及0.00565%的联交所交易费（或上市日期当时的交易费）；

**"Listing Date"** means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

「上市日期」指H股首次于联交所主板上市日期；

**"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;

「《上市规则》」指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求；

**"Lock-up Period"** has the meaning given to it in clause 5.1;

「禁售期」具有第5.1条所给予的涵义；

**"Offer Price"** means the final Hong Kong dollar price per H Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered pursuant to the Global Offering;

「发售价」指根据全球发售拟发售的每股H股的最终港元价格（不包括经纪佣金和征费）；

**"Overall Coordinator(s)"** has the meaning as ascribed to it in the Listing Rules;

「整体协调人」具有《上市规则》所给予的涵义；

**“Over-allotment Option”** has the meaning given to it in the International Offering Circular;

「**超额配售权**」具有国际发售通函所给予的涵义；

**“Parties”** means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

「**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；

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

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

**“Preliminary Offering Circular”** means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

「**初步发售通函**」指预期由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）；

**“Professional Investor”** has the meaning given to it in Part 1 of Schedule 1 to the SFO;

「**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；

**“Prospectus”** means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

「**招股章程**」指公司就香港公开发售拟在香港发出的最终招股章程；

**“Public Documents”** means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus and application forms to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

「**公开文件**」指国际发售的初步发售通函和国际发售通函，公司就香港公开发售拟在香港发出的招股章程和申请表，及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”** means Qualified Domestic Institutional Investor as recognized by the relevant PRC regulatory authority;

「**QDII**」指相关中国监管机构认定的合格境内机构投资者；

**“Regulators”** has the meaning given to it in clause 6.2(h);

「**监管机构**」具有第6.2(h)条所给予的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or the QDII pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

「**相关股份**」指可供投资者或QDII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公司的任何股份或其他证券或权益；

“**Regulation S**” means Regulation S under the Securities Act;

「**S规例**」指《证券法》下的S规例；

“**RMB**” or “**Renminbi**” means Renminbi, the lawful currency of the PRC;

「**人民币**」指中国法定货币人民币；

“**Rule 144**” means Rule 144 under the Securities Act;

「**144条**」是指《证券法》下的第144条；

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

「**《证券法》**」指《1933年美国证券法》（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

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

「**证监会**」指香港证券及期货事务监察委员会；

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

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

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

「**联交所**」指香港联合交易所有限公司；

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

「**附属公司**」具有《公司条例》所给予的涵义；

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“**US\$**” or “**US dollar**” means the lawful currency of the United States; and

「**美元**」指美国的法定货币；及

“U.S. Person” has the meaning given to it in Regulation S.  
「美国人士」具有S规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:  
在本协议中，除非文意另有所指，否则：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;  
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) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;  
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) the recitals and schedules form an integral part of this Agreement and 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 schedules;  
叙文及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附表；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;  
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) a reference to this Agreement or another instrument includes any variation or replacement of either of them;  
凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；
- (f) a reference to a statute or statutory provision includes a reference:  
凡提述法规或法定条文之处均包括提述：
  - (i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;  
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) to any repealed statute or statutory provision which it re-enacts (with or without modification); and  
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) to any subordinate legislation made under it;  
据此作出的任何附属立法；
- (g) references to times of day and dates are, unless otherwise specified, to Hong

Kong times and dates, respectively;

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) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);  
凡提述「**人士**」或「**主体**」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) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and  
凡提述「**包括**」之处须解释为包括但不限于；及
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.  
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. INVESTMENT | 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:

在满足下文第3条所述条件（或由各方共同宽免，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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Joint Global Coordinators and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Joint Global Coordinators and the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the



### International Offering; and

根据国际发售和作为国际发售的一部分，通过联席全球协调人和整体协调人及 / 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)，投资者将按发售价认购投资者股份，公司将按发售价向投资者发行、配发和配售，联席全球协调人和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；且

- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

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 The Investor may elect by notice in writing served to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

投资者可藉在不迟于上市日期前三(3)个营业日向公司、联席全球协调人、联席保荐人及整体协调人送达书面通知，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及 (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) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者须促使该全资附属公司于该日向公司、联席全球协调人、联席保荐人及整体协调人提供书面确认，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；且

- (b) the Investor (i) unconditionally and irrevocably guarantees to each of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者(i)无条件及不可撤销地向公司、联席全球协调人、联席保荐人及整体协调人各自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、确认和契约；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

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，必须应要求向公司、联席全球协调人或联席保荐人及整体协调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，而无须公司、联席全球协调人或联席保荐人及整体协调人首先对该全资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 The Company, the Joint Global Coordinators and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

公司、联席全球协调人和整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

- 2.4 The Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators (on behalf of themselves and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company, the Joint Global Coordinators and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

公司、联席全球协调人、联席保荐人及整体协调人（代表他们自身和全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由公司、联席全球协调人和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. CLOSING CONDITIONS | 交割条件**

- 3.1 The Investor's obligation under this Agreement to subscribe for, and obligations of the Company and the Joint Global Coordinators and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are

conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:

投资者在本协议下根据第2.1条认购投资者股份的义务，及公司、联席全球协调人和整体协调人根据第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下述各项条件（惟第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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免）为条件：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;  
香港公开发售和国际发售承销协议在不迟于该等承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承销协议各方同意后予以宽免或更改），以及任何前述承销协议未被终止；
- (b) the Offer Price having been agreed upon between the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators (on behalf of the underwriters of the Global Offering);  
公司、联席全球协调人、联席保荐人及整体协调人（代表全球发售承销商）已议定发售价；
- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;  
联交所上市委员会已批准H股上市及允许买卖H股（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在H股开始于联交所买卖前未被撤销；
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and  
任何有关政府部门未制定或公布任何禁止完成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完成该等交易的有效命令或禁制令；且

(e) the respective representations, warranties, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

投资者在本协议下的各项声明、保证、承诺和确认在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 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company, the Joint Global Coordinators and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause. 倘各方于本协议日期后一百八十(180)天（或公司、投资者、联席全球协调人、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或宽免第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)条所载条件只能由公司、联席全球协调人、联席保荐人及整体协调人予以宽免），投资者购买及公司、联席全球协调人和整体协调人发行、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（一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成），而本协议将停止及终止，公司、联席全球协调人及 / 或联席保荐人及整体协调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各自在本协议项下作出的声明、保证及承诺和确认的行为。

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed (within any particular time period or at all), and no liability of the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators or CGML to the Investor will arise if the Global Offering is not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and/or CGML or their respective affiliates, officers, directors, employees, staff, associates, partners, agents and representatives on the basis that the Global Offering is not completed for any reason by the dates and times contemplated or at all.

投资者确认，无法保证全球发售将会完成（在任何特定期间内完成或根本无法完成），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，则公司、联席全球协调人或联席保荐人及整体协调人或CGML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，而向公司、联席全球协调人、联席保荐人及整体协调人及 / 或CGML或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. CLOSING | 交割

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Joint Global Coordinators and the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators.

受第3条及第4条规限，投资者将根据全球发售及作为全球发售的一部分，通过联席全球协调人和整体协调人（及 / 或他们的联属人士）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，或于延迟交付日期，按公司、联席全球协调人、联席保荐人及整体协调人决定的时间及方式予以认购。

4.2 The Investor shall or shall procure the QDII to make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Joint Global Coordinators and the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Joint Global Coordinators and the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor, and/or QDII under this Agreement. 投资者须或须促使QDII按上市日期（香港时间）上午8点或之前，以同日收款入账方式以立即可用资金以港元通过电汇向联席全球协调人和整体协调人于上市

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，连同相关经纪佣金与征费，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及/或QDII根据本协议应付的总金额。

- 4.3 If the Joint Global Coordinators and the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Joint Global Coordinators and the Overall Coordinators shall notify the Investor and QDII in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor and QDII on the Delayed Delivery Date, the Investor shall nevertheless pay or shall procure QDII to pay for the Investors Shares as specified in clause 4.2.

倘若联席全球协调人和整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分股份，联席全球协调人和整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者及QDII将会延迟交付的投资者股份数目；及(ii)于不迟于实际延迟交付日期两(2)个营业日之前书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者及QDII，投资者仍须或须促使QDII按第4.2条所载就投资者股份作出支付。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor and QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor or QDII to the Joint Global Coordinators and the Overall Coordinators in writing no later than two (2) business day prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

根据第4.2条就投资者股份作出如期支付后，向投资者及QDII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或QDII于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予联席全球协调人和整体协调人的中央结算系统投资者持有人账户或中央结算系统股份账户。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

在不损害第4.3条的原则下，投资者股份亦可以公司、联席全球协调人、联席保荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付及付款，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML shall cease and terminate (but without prejudice to any claim which the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML may have against the Investor arising out of its failure to comply with its obligations under this Agreement). the Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

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），公司、联席全球协调人、联席保荐人、整体协调人和CGML各自绝对酌情保留终止本协议的权利，在此情况下公司、联席全球协调人、联席保荐人、整体协调人和CGML的所有义务及责任须停止和终止（但不得损害公司、联席全球协调人、联席保荐人、整体协调人和CGML因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能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，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。

- 4.7 The Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Joint Sponsors or the Overall Coordinators or the Joint Global Coordinators (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute, epidemic, pandemic or disease outbreak (including but not limited to the Coronavirus (COVID-19) outbreak) and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

倘若因超出公司、联席保荐人、整体协调人或联席全球协调人（视情况而定）控制之外的情况阻止或延误公司、联席全球协调人、联席保荐人、整体协调人和CGML及其各自的联属人士履行其在本协议下的义务，则公司、联席全球协调人、联席保荐人、整体协调人和CGML及其各自的联属人士均无须（不论是共同还是各别）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，该

等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他劳工行动、电力或其他供应出现一般故障、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、流行病、大流行病或疾病的爆发（包括但不限于2019冠状病毒病的爆发）以及任何现有或未来的法律、条例、法规、任何现有或未来的政府活动行为或类似行为发生改变。

## 5. RESTRICTIONS ON THE INVESTOR | 对投资者的限制

5.1 Subject to clause 5.2, the Investor agrees, covenants with and undertakes to the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

在第5.2条的规限下，投资者与公司、联席全球协调人、联席保荐人、整体协调人议定、契诺并向其承诺，未经公司、联席全球协调人、联席保荐人、整体协调人各自的事先书面同意，投资者不会（不论直接或间接）自上市日期起六(6)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；(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。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

在进行该转让之前，该全资附属公司给予书面承诺（致达公司、联席全球协调人及联席保荐人及整体协调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；

- (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, representations and warranties as provided in clause 6;  
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；
- (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;  
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；
- (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and  
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，及无论如何不再是在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（致达公司、联席全球协调人、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人），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，并须共同及各别地承担本协议项下所有责任及义务；且
- (e) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.  
该全资附属公司 (i)不是美国人士；(ii)目前位于美国境外，及(iii)根据S规例在离岸交易中收购相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital.

投资者同意及承诺，除非取得公司、联席全球协调人、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于公司全部已发行股本中拥有的总股权应低于公司全部已发行股本的10%（或于《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 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators, provide reasonable evidence to the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.

投资者同意，投资者乃按自营投资基准于公司股本中持有股权，及应公司、联席全球协调人及 / 或联席保荐人及整体协调人合理请求向公司、联席全球协调人和联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其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H股（投资者股份除外）或申请香港公开发售的H股。

- 5.5 The Investor and its affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the Stock Exchange Guidance Letter HKEX-GL51-13 or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其附属人士、董事、高级人员、雇员或代理均不得与公司、公司的控股股东、本集团任何其他成员公司或其各自的附属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括联交所指引信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）。

## 6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES** | 承认、声明、承诺和保证

- 6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML that:

投资者向公司、联席全球协调人、联席保荐人、整体协调人和CGML分别承认

、同意和确认：

- (a) each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;  
公司、联席全球协调人、联席保荐人、整体协调人和CGML及他们各自的附属人士、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，表明全球发售将进行或完成（在任何特定期间内进行或完成或根本无法进行或完成），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) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available for public inspection in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;  
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《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及供公众查阅；
- (c) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;  
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) the Investor Shares will be subscribed for by the Investor through the Joint Global Coordinators and the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过联席全球协调人和整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

- (e) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据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) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份数目可能受根据《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H股，或联交所可能批准及不时适用于公司的其他比例影响；

- (g) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and/or CGML have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

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，公司、联席全球协调人、联席保荐人、整体协调人及/或CGML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；

- (h) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份尚未亦将不会根据《证券法》或美国的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了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份（除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中），也不得在任何其他司法管辖区进行，但该等司法管辖区适用法律允许者除外；

- (i) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect; 其明白及同意， 仅可(A)依据第144条或《证券法》下其他可用豁免在美国内部转让投资者股份； 或(B)依据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， 及在各种情况下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；
- (j) it understands that none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares; 其明白， 公司、 联席全球协调人、 联席保荐人、 整体协调人、 CGML或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再发售、 转售、 质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明；
- (k) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period; 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， 投资者须促致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；
- (l) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(l)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized

Recipients (to whom such information has been disclosed in accordance with this clause 6.1(l)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing; 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、监事、高级人员、雇员、顾问及代表（「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其获授权接收人披露仅作为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(l)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)不得、且将确保其获授权接收人（按照本第6.1(l)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H股或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；

- (m) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

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、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever; 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) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and  
不得依据初步发售通函草案或招股章程草案或可能提供（不论书面或口头）予投资者及 / 或其代表的任何其他材料作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);  
初步发售通函草案或招股章程草案或可能向投资者提供（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）；
- (n) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;  
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；
- (o) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of the Regulation S) with respect to the H Shares;  
投资者、其任何附属人士或代表他们行事的任何人均未参与或将参与任何有关H股的定向销售活动（定义见S规例）；
- (p) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators or CGML concerning the Company, the Investor Shares or other

related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investment Shares required by or on behalf of the Investor; 其已获其认为对评估收购投资者股份的投资价值及风险属必要或可取的所有信息，及被给予询问公司、联席全球协调人、联席保荐人、整体协调人或CGML有关公司、投资者股份或其认为对评估收购投资者股份的投资价值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，且公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息；

- (q) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and/or CGML (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators CGML and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅已或将依赖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公司、联席全球协调人、联席保荐人、整体协调人及 / 或CGML（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，及公司、联席全球协调人、联席保荐人、整体协调人、CGML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，及公司、联席全球协调人、联席保荐人、整体协调人、CGML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国际发售通函中未载列的任何信息或材料，或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；



- (r) none of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the other underwriters, the capital market intermediaries and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; 联席全球协调人、联席保荐人、整体协调人、CGML、其他承销商、资本市场中介人及其各自董事、监事、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投资价值、认购、购买或发售投资者股份，或公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或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，否则公司及其董事、监事、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投资价值、认购、购买或发售投资者股份，或公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或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；
- (s) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;  
投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其（直接或间接）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；
- (t) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or

conducted (as the case may be) by or on behalf of the Company or any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or the underwriters in connection with the Global Offering and none of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就公司、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，及已经就投资者股份之投资相关的税务、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以其他方式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公司或任何联席全球协调人、联席保荐人、整体协调人、CGML或承销商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安慰，及公司、联席全球协调人、联席保荐人、整体协调人、CGML或其各自联系人、联属人士、董事、监事、高级人员、雇员、顾问或代表均不对收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；

- (u) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, representatives, associates, partners and advisors, nor any parties involved in the Global Offering, have made no assurances that a public or active market will ever exist for the Investor Shares;

其明白，投资者股份目前并无公开市场，及公司、联席全球协调人、联席保荐人、整体协调人、CGML、全球发售的承销商或其各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的任何各方，并未就将存在投资者股份的公开市场或活跃市场作出担保；

- (v) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

若全球发售因故未完成，则公司、联席全球协调人、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；

- (w) the Company and the Joint Global Coordinators and the Overall Coordinators,

will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

公司及联席全球协调人和整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；

- (x) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5;  
投资者已同意于上市日期上午8:00（香港时间）前，或根据第4.5条商定的其他日子，支付总投资金额及有关经纪佣金和征费；
- (y) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and  
交易H股须遵守适用法律（包括根据《证券及期货条例》、《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）；且

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators that:  
投资者向公司、联席全球协调人及联席保荐人及整体协调人分别进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;  
其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，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) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;  
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；
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;  
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）；

- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

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；

- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

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；

- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed;

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；

- (g) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

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；

- (h) it has and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators, to the Stock Exchange, the SFC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange, and agrees and consents to the disclosure of, such information (including identity information of the ultimate beneficial owner, if any, of the Investor Shares and/or the person ultimately responsible for the giving of the instruction relating to the acquisition) within the time and as requested by the applicable authorities or bodies or securities exchange (the “**Regulators**”). The Investor further authorizes the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators or their respective affiliates to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request;

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**」）的要求在时限内向联交所、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公司、联席全球协调人及/或联席保荐人及整体协调人向上述机构提供其所要求的信息（包括投资者股份最终实益拥有人（如有）和/或最终负责发出有关收购指令的人士的身份信息），并接受及同意该等信息的披露。投资者进一步授权公司、联席全球协调人、联席保荐人及整体协调人或其各自联属人士向监管机构披露其要求的有关本协议项下交易的所有信息；

- (i) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

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投资价值及风险；(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；

- (j) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators or CGML in connection with the transactions contemplated thereunder;

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，其不再为有关本协议下拟议的交易的任何联席全球协调人或联席保荐人、整体协调人或CGML的客户；

- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;  
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公司董事或高级人员；
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;  
若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且其并非美国人士；
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;  
投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份；
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; and (iii) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company;  
投资者及投资者的实益拥有人及 / 或联系人(i)为独立于公司的第三方；(ii)（无论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任何关系）并非公司的关连人士（定义见《上市规则》）或其联系人，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公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制公司的关连人士或不会与该等人士一致行事（定义见《香港公司收购及合并守则》）；及(iii)并非受公司的任何核心关连人士（定义见《上市规则》）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任何该等核心关连人士有关收购、出售公司证券、就其进行表决或以其他方式处置公司证券的任何指令；

- (o) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules; 投资者、其实益拥有人及 / 或联系人均非联席全球协调人、联席保荐人、整体协调人、CGML、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；
- (p) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules; 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《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录六（《股本证券的配售指引》）赋予其的涵义；
- (q) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing; 投资者、其实益拥有人及其各自联系人均非公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何人士的代名人；
- (r) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company; 投资者并未及将不会就分销H股与任何「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公司事先书面同意则除外；
- (s) the subscription for the Investor Shares will comply with the provisions of Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules and the Stock Exchange Guidance Letters HKEX-GL51-13 and HKEX-GL85- 16; 认购投资者股份将遵守《上市规则》附录六（《股本证券的配售指引》）的条文及联交所指引信HKEX-GL51-13及HKEX-GL85-16;
- (t) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML,

or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得公司任何关连人士、任何联席全球协调人、联席保荐人、整体协调人、CGML或全球发售的任何承销商（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；

- (u) except as provided for in this Agreement (including the agreement with QDII), the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

除非本协议（包括与QDII的协议）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；

- (v) the QDII is duly recognized by the relevant governmental authorities in the PRC and permitted to invest in offshore securities markets, and is duly authorized by the Investor to perform all duties and obligations that are necessary for and in connection with the transactions contemplated herein;

QDII已获得中国相关政府机构的正式认可，并获准投资离岸证券市场，并获得投资者的正式授权，可履行其与本文拟进行的交易所需的所有职责和义务；

- (w) in the case of investment through QDII, the Investor unconditionally and irrevocably undertakes and guarantees to each of the Company, the Overall Coordinators and the Joint Sponsors that:

在投资者通过QDII进行投资的情况下，投资者无条件且不可撤销地向本公司、整体协调人及联席保荐人承诺并保证：

- (i) it will procure that the QDII will be bound by, give, make and perform all of the obligations, undertakings, representations, warranties, indemnities and liabilities of the Investor arising out of, under or in connection with this Agreement (the “**Investor Obligations**”); and

其将促使QDII就由于本协议所产生的、本协议项下的或者本协议相关的所有投资者义务、承诺、声明、保证、弥偿及责任（「**投资者义务**」）而言，QDII受该等投资者义务所约束并给与、做出及履行投资者义务；及

- (ii) it will procure the due and punctual performance and observance by the QDII of all of the Investor Obligations.

其将促使QDII准时履行并遵守所有投资者义务。

### 6.3 The Investor represents and warrants to the Company, the Joint Global Coordinators,



the Joint Sponsors, the Overall Coordinators and CGML that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and the SFC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向公司、联席全球协调人、联席保荐人、整体协调人、CGML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，若在公司、联席全球协调人、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及公司、联席全球协调人及 / 或联席保荐人及整体协调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 / 或公司、联席全球协调人及 / 或联席保荐人及整体协调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 / 或有权监管机构（包括联交所及证监会）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 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, CGML, the underwriters, the capital market intermediaries and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set

forth therein, and it agrees to notify the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，公司、联席全球协调人、联席保荐人及整体协调人、CGML、承销商、资本市场中介人及其各自附属公司、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公司、联席全球协调人、联席保荐人、整体协调人、CGML。

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.]

投资者同意及承诺，在经要求后，对由于投资者或其高级人员、董事、雇员、职员、联属人士、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）针对公司、联席全球协调人、联席保荐人、整体协调人、CGML及全球发售的其他承销商（代表自身或以信托的形式代表各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或证明的任何及所有亏损、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以此为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而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 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the

**Listing Date and, if applicable, the Delayed Delivery Date.**

投资者于第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 The Company represents, warrants and undertakes that:**  
公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the PRC;  
其依据中国法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;  
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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;  
在第5.1条所载付款及禁售期的规限下，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联交所上市的H股享有同等地位；
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Stock Exchange Guidance Letter HKEX-GL51-13) with any of the Investors or its affiliates, directors, officers, employees or agents;  
公司及其控股股东（定义见《上市规则》）、本集团任何成员及其各自的联属人士、董事、高级人员、雇员和代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括联交所指引信HKEX-GL51-13）不一致的任何协议或安排（包括任何附函）；且
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.  
除非本协议规定，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 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing the H Shares in the International Offering.

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H股的其他投资者相同的权利。

## 7. TERMINATION | 终止

- 7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;  
根据第3.2条或第4.6条予以终止；
- (b) solely by the Company, or by each of the Joint Global Coordinators and the Joint Sponsors, the Overall Coordinators or CGML, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or  
倘若投资者于国际发售交割或（如适用）延迟交付日期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），则由公司或每一联席全球协调人及联席保荐人、整体协调人或CGML（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) with the written consent of all the Parties.  
经全体各方书面同意予以终止。

- 7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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针对该等其他方提出任何申索（前提是不损害任何一方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）。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY | 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Global Coordinators, CGML, the Joint Sponsors and the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议以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公司、联席全球协调人、CGML、联席保荐人、整体协调人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可以通过以下方式披露本协议：

(a) to the Stock Exchange, the SFC and/or other Regulators to which the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Joint Global Coordinators and/or the Joint Sponsors and the Overall Coordinators in connection with the Global Offering;

向联交所、证监会及 / 或公司、联席全球协调人及 / 或联席保荐人、整体协调人受之监管的其他监管机构披露，及在公司将发行的公开文件及公司、联席全球协调人及 / 或联席保荐人、整体协调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描述投资者的背景及公司与投资者之间的关系；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

向该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理披露（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、监事、高级人员及相关雇员、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、监事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) otherwise by any Party as may be required by any applicable Law, any

Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange and the SFC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available for inspection by the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

或任何一方可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所及证监会）或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《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使之可供公众查阅）或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定披露。

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

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公司、联席全球协调人及联席保荐人及整体协调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 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Global Coordinators and the Joint Sponsors and the Overall Coordinators and their respective counsels.

公司须尽合理努力将任何公开文件中涉及本协议、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。投资者各自须与公司、联席全球协调人及联席保荐人及整体协调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，及应立即向公司、联席全球协调人及联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Global Coordinators or the Joint Sponsors and the Overall Coordinators) to (i) update the description of the Investor in the Public

Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC.

投资者承诺立即提供就准备第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（包括提供公司、联席全球协调人或联席保荐人及整体协调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）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)令公司能够遵守适用的公司或证券登记及 / 或包括联交所和证监会在内的主管监管机构的要求。

## 9. NOTICES | 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

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：

If to the Company, to:

若发送至公司，则发送至：

Address   地址	:	Unit 901-909, 9F, Building No.2, Chengdu Eastern Airlines Center, 32 Lin'gang Road, Shuangliu District, Chengdu, Sichuan Province, PRC 中国四川省成都市双流区临港路32号 成都东航中心2号楼9层901-909单元
Email   电子邮件	:	zengm@dekanggroup.com
Attention   收件人	:	Zeng Min 曾民

若发送至投资者，则发送至：

Address   地址	:	No. 30, Yikang Road, Tianxing Street, Qu County, Dazhou City, Sichuan Province, PRCCC中国四川省达州市渠县天星街道怡康路30号
Email   电子邮件	:	187380449@qq.com
Attention   收件人	:	Yu Wang 余望

If to CICC, to:

若发送至中金，则发送至：

Address | 地址 : 29/F One International Finance Center  
1 Harbour View Street  
Central  
Hong Kong  
香港中环港景街1号国际金融中心一期29楼

Email | 电子邮件 : Liyan@cicc.com.cn

Attention | 收件人 : Li Yan

If to Citi, to:  
若发送至花旗, 则发送至:

Address | 地址 : 50/F, Champion Tower  
3 Garden Road  
Central  
Hong Kong  
香港中环花园道3号冠君大厦50楼

Email | 电子邮件 : raymond.lei@citi.com

Attention | 收件人 : Raymond Lei

If to Citigroup Global Markets Asia Limited to:  
若发送至Citigroup Global Markets Asia Limited, 则发送至:

Address | 地址 : 33 Canada Square Canary Wharf  
London E14 5LB United Kingdom

Email | 电子邮件 : raymond.lei@citi.com

Attention | 收件人 : Raymond Lei

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, at the time of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、电邮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; 若通过电邮发送, 则为发出之时; 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. GENERAL | 一般条款



- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.  
各方确认及陈述已正式获其授权、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。除公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、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 Save for manifest error, calculations and determinations made in good faith by the Company and the Joint Global Coordinators and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.  
除明显错误外，就本协议而言，公司及联席全球协调人和整体协调人真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。
- 10.3 The Investor, the Company, the Joint Global Coordinators, the Joint Sponsors and the Overall Coordinators and CGML shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.  
投资者、公司、联席全球协调人、联席保荐人、整体协调人及CGML在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及 / 或批准时应通力合作。
- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.  
除非经全体各方或其代表以书面形式作出且签订，否则本协议之任何更改或变动不得生效。
- 10.5 This Agreement will be executed in the English language only. Chinese translation is provided for reference only.  
本协议仅以英语签署，中文翻译仅供参考。
- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement (if any) shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.  
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（如有）须由相关转让人 /

卖方及相关受让人 / 买方平摊。

- 10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.  
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 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.  
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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.  
除投资者订立的保密协议外，本协议构成有关投资者于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 To the extent otherwise set out in this Clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:  
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) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.  
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) 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 sub-clause 10.10(a).  
未经第10.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。
- 10.11 Each of the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and

CGML has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Each of the Joint Global Coordinator, the Joint Sponsor or CGML shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

联席全球协调人、联席保荐人、整体协调人及CGML各自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公司或投资者任何该等转授通知）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，联席全球协调人、联席保荐人或CGML各自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 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right 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 law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

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 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

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 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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）公司、联席全球协调人、联席保荐人、整体协调人及CGML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 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各方均向其他方承诺，其将签立及执行并促使签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. GOVERNING LAW AND JURISDICTION | 管辖法律和司法管辖权

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

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 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“Dispute”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award

of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效（「**争议**」）须根据于递交仲裁申请之日具有效力的《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文。仲裁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的向任何司法当局提出任何形式上诉、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，及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

## 12. IMMUNITY | 豁免

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor 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 arbitration proceedings), 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 any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including 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 Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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（基于主权或国家地位或其他）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、送达诉讼文件、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）的其他诉讼、讼案或法律程序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. PROCESS AGENT | 诉讼文件送达代理人**

13.1 The Investor irrevocably agrees to, within five (5) business days upon notified by the Company, appoint a process agent acceptable to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor). The Investor agrees to deliver to the Company, the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators and CGML a copy of the process agent's acceptance of that appointment as soon as practicable and to ensure that such appointment shall not adversely affect the proceeding procedures of the Company.

投资者不可撤销地同意在收到公司通知后的五（5）个营业日内委任公司、联席全球协调人、联席保荐人、整体协调人及CGML认可的诉讼文件代理人，为其及代表其在香港接收送达的诉讼文件。在送达至诉讼文件代理人后有关送达须被视为已完成（不论诉讼文件是否转寄至投资者或投资者是否接收）。投资者同意在委任诉讼文件代理人后尽快向公司、联席全球协调人、联席保荐人、整体协调人及CGML发送其接受委任文件的副本，并确保相关的委任不会影响公司的诉讼程序。

### **14. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES | 认可美国特别处置机制**

14.1 In the event that any underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such 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.

如果任何构成受规管实体的承销商成为美国特别处置机制下的诉讼对象，则该承销商对本协议以及本协议中或本协议下的任何权益和义务的转让，其效力视同在本协议以及任何此类权益和义务受美国或美国某州法律管辖的情况下根据美国特别处置机制作出的转让。

14.2 In the event that any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such 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.

如果任何构成受规管实体的承销商或该承销商的美国《银行控股公司法》附属人士成为美国特别处置机制下的诉讼对象，则本协议项下可对该承销商行使的

违约权，允许行使的范围不超过在本协议受美国或美国某州法律管辖的情况下根据美国特别处置机制可行使的违约权。

For the purposes of this clause 14:  
就本第14条而言：

“**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);

「美国《银行控股公司法》联属人士」具有《美国法典》第12卷第1841(k)条（12 U.S.C. § 1841(k)）所给予“联属人士”一词的涵义，并应根据该条规定进行解释；

“**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

「受规管实体」指以下任何实体：(i)《美国联邦法规典集》第12卷第252.82(b)条（12 C.F.R. § 252.82(b)）定义并根据其解释的“受规管实体”（covered entity）；(ii)《美国联邦法规典集》第12卷第47.3(b)条（12 C.F.R. § 47.3(b)）定义并根据其解释的“受规管银行”（covered bank）；或(iii)《美国联邦法规典集》第12卷第382.2(b)条（12 C.F.R. § 382.2(b)）定义并根据其解释的“受规管的美国联邦存款保险公司监管机构”（covered FSI）；

“**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; and

「违约权」具有《美国联邦法规典集》第12卷第252.81条、第47.2条或第382.1条（12 C.F.R. §§ 252.81, 47.2 or 382.1）（如适用）所给予的涵义，并应根据前述各条规定进行解释；以及

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

「美国特别处置机制」指下列任何一项：(i)美国《联邦存款保险法》及据此颁布的规定和(ii)美国《多德-弗兰克华尔街改革和消费者保护法》第二章及据此颁布的规定。

## 15. BAIL-IN | 内部财务重整

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreement, arrangement or understanding between the UK Bail-in Parties and the UK Bail-in Counterparties, each UK Bail-in Counterparty acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority and acknowledges, accepts and agrees to be bound by:

尽管有本协议的任何其他条款或英国内部财务重整方与英国内部财务重整对手方之间的任何其他协议、安排或谅解（排除该等条款、协议、安排或谅解的适用），每位英国内部财务重整对手方承认并接受，本协议项下产生的英国内部财务重整债务可能受到相关英国处置机构行使英国内部财务重整权的约束，并承认、接受并同意受以下约束：

(a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the relevant UK Bail-in Party to the relevant UK Bail-in Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

相关英国处置机构就本协议项下相关英国内部财务重整方对相关英国内部财务重整对手方的任何英国内部财务重整债务而行使英国内部财务重整权的后果，其中（但不限于）可能包括并导致以下任何一种情况，或某几种情况的组合：

(i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;  
减少英国内部财务重整债务或其到期未付款项的的全部或部分；

(ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the relevant UK Bail-in Party or another person, and the issue to or conferral on the relevant UK Bail-in Counterparty of such shares, securities or obligations;  
将英国内部财务重整债务全部或部分转换为相关英国内部财务重整方或另一主体的股份、其他证券或其他债务，以及向英国内部财务重整对手方发行或授予其此类股份、证券或债务；

(iii) the cancellation of the UK Bail-in Liability; and  
取消英国内部财务重整债务；以及

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;  
修改或更改其任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；

(b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

在相关英国处置机构认为必要的情况下，为落实相关英国处置机构行使英国内部财务重整权，对本协议的条款进行修改。

For the purposes of this clause 15:

就本第15条而言：



“**UK Bail-in Counterparties**” refers to any party to the Agreement to whom any UK Bail-in Party owes a UK Bail-in Liability under or in connection with this Agreement from time to time;

「**英国内部财务重整对手方**」指任何英国内部财务重整方根据本协议或就本协议不时向其承担英国内部财务重整债务的本协议任何一方；

“**UK Bail-In Legislation**” means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);

「**英国内部财务重整法**」指英国《2009年银行法》第一部分和英国境内适用的与处置经营不善或濒临破产银行、投资公司或其他金融机构或其附属人士（通过清算、管理或其他破产程序除外）相关的任何其他法律或法规；

“**UK Bail-in Liability**” means a liability in respect of which the UK Bail-in Powers may be exercised;

「**英国内部财务重整债务**」指可行使英国内部财务重整权的债务；

“**UK Bail-in Parties**” refers to the relevant Party to which the UK Bail-in Legislation applies and each a “**UK Bail-in Party**”;

「**英国内部财务重整方**」指英国内部财务重整法所适用的相关方的合称或单称；

“**UK Bail-In Powers**” means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

「**英国内部财务重整权**」指英国内部财务重整法项下的下列权力：取消、转让或稀释构成银行或投资公司或银行或投资公司附属人士之主体发行的股份；取消、减少、修改或变更该主体的债务形式或产生该债务的任何合约或工具；将该债务全部或部分转换为该主体或任何其他主体的股份、证券或债务；将该债务全部或部分转换为该主体或任何其他主体的股份、证券或债务；规定任何此类合约或工具具有的效力犹如一项权利已根据该合约或工具行使；或暂停与该债务有关的任何义务。

## 16. COUNTERPARTS | 副本

16.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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。

**IN WITNESS** whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

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。

代表:

四川德康农牧食品集团股份有限公司

签字:

姚海龙

姓名:

姚海龙

职位:

总裁



代表：

渠县汇兴产投实业有限公司



签字：

李在

姓名：

李在

职位：

书记

代表：

中国国际金融香港证券有限公司

签字：

A handwritten signature in black ink, appearing to read 'Susan' in a cursive style.

姓名： 杨素兰

职位： 董事总经理

代表:

花旗环球金融亚洲有限公司

签字:

A handwritten signature in black ink, appearing to be the Chinese characters '钱叶文' (Qian Yewen).

姓名: 钱叶文

职位: 董事总经理

代表:

CITIGROUP GLOBAL MARKETS LIMITED

签字: 

姓名: 钱叶文

职位: 董事总经理

## SCHEDULE 1 - INVESTOR SHARES | 附表一 投资者股份

### Number of Investor Shares

#### 投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of **RMB73,600,000** (calculated using Hong Kong dollar: Renminbi exchange rate of 1:0.9346) (including Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot as specified in the Prospectus.

投资者股份数目应等于(1)相当于**人民币73,600,000**的港元（采用1:0.9346的港元兑人民币汇率计算得出）（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，向下四舍五入至最接近招股章程中指定的整数每手买卖单位。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - Hong Kong Public Offering – Reallocation and Clawback” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering.

根据《上市规则》第18项应用指引第4.2段及联交所授予的豁免（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H股重新分配的影响。若香港公开发售H股的总需求出现公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」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。



## SCHEDULE 2 - PARTICULARS OF INVESTOR | 附表二 投资者详情

### The Investor

#### 投资者

Place of incorporation: 注册成立地:	Xinyuan Community, Tianxing Town, Qu County, Dazhou City, Sichuan Province, PRC  中国四川省达州市渠县天星镇新园社 区
Unified Social Credit Identifier 统一社会信用代码:	91511725MA69H3HA7A
Taxpayer Identification Number 纳税人识别号:	91511725MA69H3HA7A
Legal Representative: 法定代表人:	Li Jie 李杰
Principal business: 主要业务:	Sale of construction materials, metal materials and machinery; Processing and sales of agricultural products; Providing management services for enterprises and city constructions; Providing construction services; and corporate Investment  从事建筑材料、金属材料、机械设备 销售, 农产品的加工和销售, 企业、 城市工程等管理及服务, 各类工程施 工及产业投资等
Ultimate controlling shareholder: 最终控股股东:	Qu County Finance Bureau (Qu County State-Owned Assets Supervision and Administration Office)  渠县财政局 (渠县国有资产监督管理 办公室)
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册地:	No. 28, Gongnong Street, Qujiang Town, Quxian County, Dazhou City, Sichuan Province, PRC  中国四川省达州市渠县渠江镇工农街 28号

Unified Social Credit Identifier of ultimate controlling shareholder:	115114250088543269
最终控股股东的统一社会信用代码:	
Principal activities of ultimate controlling shareholder:	Government agency
最终控股股东的主要业务:	政府机关
Shareholder and interests held:	Qu County Finance Bureau (Qu County State-Owned Assets Supervision and Administration Office) (渠县财政局 (渠县国有资产监督管理办公室)) – 100%
股东及股东持有的权益:	
Description of the Investor for insertion in the Prospectus:	Quxian Huixing Industrial Investment Co., Ltd., established on 6 September 2019, is a stated-owned enterprise, wholly owned by Qu County Finance Bureau (Qu County State-Owned Assets Supervision and Administration Office).
投资者在招股章程中的描述:	Quxian Huixing Industrial Investment Co., Ltd., is principally engaged in the following businesses: Sale of construction materials, metal materials and machinery; Processing and sales of agricultural products; Providing management services for enterprises and city constructions; Providing construction services; and corporate Investment
	渠县汇兴产投实业有限公司成立于2019年9月6日，是一家国有企业，由渠县财政局（渠县国有资产监督管理办公室）全资拥有。
	渠县汇兴产投实业有限公司主要从事建筑材料及金属材料销售及机械设备销售，农产品的加工和销售，企业、城市工程等管理及服务，各类工程施工及产业投资等