

承诺人  
(定义见本契据)

与

**EDA Group Holdings Limited**

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不竞争契据

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**本契据**由以下各方于 2024 年 5 月 17 日订立：

EDA Shine International Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为 Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola, VG1110, British Virgin Islands；

Edaurora Holdings Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为 Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola VG1110, British Virgin Islands ；

Skyline Investment International Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为 Mill Mall, Suite 6, Wickhams Cay 1, PO Box 3085, Road Town, Tortola, British Virgin Islands；

刘勇，中华人民共和国身份证号码：420111198004015613，其住址为深圳市南山区荔湾路山海翠庐2栋2B；

领尚嘀嘀网络科技有限公司 (LS DiDi Network Technology Limited)，一家于开曼群岛成立的有限责任公司，其注册地址为 Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands；

星迈黎亚中国控股有限公司 (Samanea China Holdings Limited)，一家于英属维京群岛的有限责任公司，其注册地址为 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands；

领尚环球国际控股有限公司 (Lesso Home International Holdings Limited)，一家于英属维京群岛成立的有限责任公司，其注册地址为 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands ；

中国联塑集团控股有限公司 (China Lesso Group Holdings Limited)，一家于英属维京群岛成立的有限责任公司并于香港联合交易所有限公司主板上市（股票代码：2128），其注册地址为 Units 1A, 10/F, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong；

黄联禧，香港特别行政区护照号码：HJ2226280，其住址为香港九龙柯士甸道西1号擎天半岛3期59楼D室；

左笑萍，香港特别行政区身份证号码：R331488(9)，其住址为香港九龙柯士甸道西1号擎天半岛3期59楼D室；

展华有限公司(Zhan Hua Limited)，一家于英属维京群岛成立的有限责任公司，其注册地址为 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands；

左满伦，香港特别行政区护照号码：KJ0530722，其住址为香港九龙柯士甸道西1号擎天半岛3期59楼D室；

晓峰集团有限公司 (Dawnhill Group Limited)，一家于英属维京群岛成立的有限责任公司，其注册地址为 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands；

罗建峰，香港特别行政区护照号码：KJ0704867，其住址为 Flat A, 11/F, Wah Shing Building, 21 Castle Peak Road, Sham Shui Po, Kowloon, Hong Kong；

LittleBear Investment Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;

张文宇，香港特别行政区护照号码：KJ0530722，其住址为香港新界马鞍山锦英路1号锦龙苑龙升阁31楼10室；

QCJJ Group Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;

QCZC Group Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;

唐佳佳，中华人民共和国居民身份证号码：522128198502080023，其住址为广州市番禺区草韵路1号南区四栋504房；

QCBM Group Limited，一家于英属维京群岛成立的有限责任公司，其注册地址为Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands; 及

钱玉澄，中华人民共和国居民身份证号码：620102198303024318，其住址为广州市番禺区良路9号西六街三座一梯502房。

（合称“**承诺人**”）；

#### **受惠方：**

EDA Group Holdings Limited，一家于开曼群岛成立的获豁免的有限责任公司，其注册地址为Third Floor, Century Yard, Cricket Square, P.O. Box 902 Grand Cayman, KY1-1103, Cayman Islands（“**公司**”），代表其本身并作为其附属公司的受托人。

现达成本**契据**如下：

#### **1. 释义**

在本**契据**中，除非上下文另有要求：

##### **1.1 下列表述具有以下含义：**

“**联系人**”具有上市规则规定的含义；

“**董事会**”指**公司**董事会；

“**上市业务**”指**集团公司**及其任何成员截至于公司于联交所主板上市之日，并已于招股书阐述的主营业务（包括一站式端到端供应链管理及物流解决方案）；

“**附属公司**”具有上市规则规定的含义

“**董事**”指**公司**的董事；

“**集团公司**”指**公司**及其不时的附属公司，该词的单数形式指前述任何一家公司；

“**控股股东**”具有上市规则规定的含义，为**本契约**之目的，包括但不限于**招股书**中定义为**控股股东**之人士；

“**香港**”指中国香港特别行政区；

“**上市规则**”指**联交所**证券上市规则（经不时修订）；

“**中国**”指中华人民共和国，为**本契约**之目的，不包括**香港**、台湾和澳门特别行政区；

“**招股书**”指**公司**就公开发行**股份**出具的日期大约为 2024 年 5 月 20 日的招股书；

“**股份**”指**公司**股本中每股\$0.01 美元的普通股；

“**联交所**”指香港联合交易所有限公司；

1.2 **本契约**中提及的条款和引言指**本契约**的条款和引言；

1.3 单数词语包含复数含义，反之亦然；单性别或中性词语包含每种性别和中性；

1.4 提及的“各方”和“一方”分别指**本契约**的各方和一方；以及

1.5 条款的标题仅为方便而设，不影响对**本契约**的解释。

## 2. 承诺

2.1 受限于**本契约**的条款和条件，**承诺人**特此不可撤销且无条件地向**公司**（代表自己和其他**集团公司**）做出保证和承诺：**承诺人**不会，并应尽其最大努力促使其**联系人**及任何其直接或间接控制的公司（为**本契约**之目的，不包括**集团公司**）不会从事以下事项，不论直接或间接（包括通过任何法人、合伙、合资或其它合同安排以及不论是为了获得利润或其它）或者作为委托人或代理人，并且不论是否独自或相互或联合或代表任何人士、商号或公司或通过任何实体（但任何**集团公司**或通过任何**集团公司**的除外）：

(a) 经营、从事、参与、投资于或持有任何权利或权益、或提供任何服务、或以其它方式涉及直接或间接地与公司及**集团公司**的**上市业务**构成竞争或可能竞争的业务（“**限制性业务**”），不论是作为股东、董事、高级人员、合伙人、代理、贷款人、雇员、顾问或其它身份，也不论是为了获得利润、报酬或其它；以及

(b) 采取任何行动干扰或扰乱或可能干扰或扰乱**上市业务**，包括但不限于招募任何**集团公司**届时的任何客户、供应商或雇员；

2.2 尽管有本契约第 2.1 条，**承诺人**或其任何**联系人**可以持有以下任何从事**限制性业务**的公司（简称“**标的公司**”）的权益（简称“**相关权益**”）：

(a) 相关权益总数低于该**标的公司**任何类别已发行股份或全部股权的 10%；及

(b) **承诺人**并未有控制该**标的公司**的董事会。

2.3 未免存疑，**本契约**第 2.1 条所指承诺不适用于持有**集团公司**股份或于当中拥有权益。

- 2.4 倘**承诺人**或其任何联系人獲悉擁有、投資、參與、發展、經營或從事任何受**限制業務**的任何商機（「**商機**」）而**承诺人**或其任何联系人有意進行該商機，其應及應促使其聯繫人在獲悉商機後儘快以書面方式將商機轉介予**公司**。凡有關是否接受商機的決策均由**公司**的獨立非執行董事決定。**承诺人**或其任何联系人僅可於**公司**發出經獨立非執行董事簽署的書面確認，確認**公司**已決定不接受商機後，或在本**公司**未能於 20 個營業日內回覆的情況下，方可接受商機。倘**承诺人**或其聯繫人所爭取的有關商機在性質、條款或條件方面出現任何重大變動，則其將及將促使其聯繫人按猶如該商機為新商機的方式將按此修訂後的有關商機轉介予**公司**。
- 2.5 尽管有本契約第 2.1 條，如**公司**董事會或**公司**股東大會議決**承诺人**或其任何联系人（**集團公司**除外）與**集團**共同投資、從事、經營或參與任何與受限制業務相關的商機（「**合作新商機**」）為合適，則**承诺人**或其任何联系人（**集團公司**除外）可在遵守上市規則條文及聯交所的任何規定（包括但不限於取得獨立非執行董事及／或獨立股東的批准）的前提下，與本**集團**共同投資、從事、經營或參與該合作新商機。
- 2.6 未免存疑，本契約第 2.1 條指的**限制性業務**不包括（i）在**承诺人**投資之物業提供倉儲空間及倉儲相關配套服務；及（ii）中國聯塑**集團**控股有限公司所經營並提供由中國送達東南亞的物流服務。**承诺人**或其任何联系人經營、從事、參與倉儲空間和倉儲相關的配套服務及開展東南亞物流服務不被視為經營、從事、參與**限制性業務**。
- 2.7 **承诺人**特此進一步不可撤銷且無條件地向**公司**（代表自己和其它**集團公司**）做出承諾：
- 2.7.1 其應提供（i）獨立非執行董事對其遵守**本契約**的情況進行年度審查（如任何董事或其緊密**联系人**存在重大利害關係，該董事在為審議與**本契約**的遵守和執行情況而召集的會議上應放棄投票及不得算入法定人數）；以及（ii）執行**本契約**需要的所有信息；**承诺人**均應在我們的年報中做出符合**本契約**的年度聲明和披露，該聲明和披露應符合**公司**將按照相關法律法規（包括但不限於**上市規則**附錄 14）出具的公司治理報告中的自願披露原則；及
- 2.7.2 **公司**的獨立非執行董事將每年審查**承诺人**遵守其不競爭承諾的情況，特別是有關任何上述**限制性業務**方面，**公司**亦會根據相關法律法規的要求，在**公司**年報或公告中披露由獨立董事審閱過有關遵守和執行**本契約**的事宜後所作的決定。
- 2.8 除**承诺人**在**集團公司**中的權益以及**招股書**披露之外，**承诺人**特此確認，其和／或其**联系人**目前沒有直接或間接地擁有、經營、參與、投資於或從事**限制性業務**，亦未參與或持有任何主要從事**限制性業務**的**公司**或實體或商號的股權，或以其它方式與該**公司**或實體或商號存在利益關係。

### 3. 先決條件

**本契約**項下的義務以完成**招股書**“全球發行的架構”一節中“全球發售的條件”一段所述的條件為前提條件。如果在**招股書**日期之後滿 30 天或之前（或所有各方約定的較晚的日期）沒有完成任何條件，**本契約**無效且不再具有任何效力，任一方在**本契約**項下對另一方不享有任何主張。

#### 4. 期限及终止

- 4.1 受限于第 3 条，**本契据**自签署日生效，并且在按照第 4.2 条终止之前对**承诺人**持续有效。
- 4.2 **承诺人**在**本契据**项下的义务应于以下最早的日期终止：该**承诺人**不再为公司的**控股股东**之日，或者公司的股份不在**联交所**上市和交易之日（由于任何原因股份在**联交所**临时暂停交易的除外）。

#### 5. 无效

如果各方认为**本契据**所含的限制在所有情形下均合理并且对于保护**集团公司**的利益是必需的，各方承认该等限制可能由于不可预见的技术原因而无法适用。因此，各方特此同意并声明，如果任何该等限制由于在所有情形的合理范围之外而应被裁定无效以保护**集团公司**的利益，但在删除、修改、限定其部分措辞，减少其期间或者相关服务或区域的范围之后有效，则上述限制应在做出使其有效所必需的修订或修改之后适用。

#### 6. 特定履行

如果任何**承诺人**在履行其在**本契据**包含的义务和承诺过程中违约，相关**承诺人**同意并确认，除非董事会另行决定（作为**公司**董事的**承诺人**应放弃投票），损害赔偿或金钱补偿补救不足以补偿**公司**因该等违约遭受的损失，并且**公司**享有针对相关**承诺人**做出的特定履行或其它禁止令补救。

#### 7. 赔偿

受限于第 6 条，**承诺人**特此承诺并保证：对于**公司**或任何其它**集团公司**由于或关于**承诺人**违反保证和承诺和/或任何义务而遭受的任何损害、损失或责任，包括由于该等违反产生的任何费用和开支，向**公司**（代表自己以及作为每家其它**集团公司**的受托人）进行赔偿和持续赔偿；条件是，本第 7 条所载的赔偿不应影响**公司**因该等违反而享有的任何其它权利和补救以及**公司**特此明确保留的所有其它权利和补救。不管**本契据**有任何规定，即使**承诺人**的义务终止或者**本契据**终止，本第 7 条所含的赔偿仍持续有效。

#### 8. 通知

**本契据**项下需要发送或做出的任何通知或通讯应采用书面方式，并通过专人递送、传真、或预付邮资的挂号邮寄发送至相关方于下方所载的地址和传真号，或者该方或其代表向**本契据**各方最后书面通知的其它地址。任何该等通知或通讯应在以下时间视为送达：如果通过专人递送，在交付收件人或者放置于收件人的地址时；如果通过预付邮资的挂号邮寄发送，在邮寄后 48 小时，但以下文规定为前提。在证明送达或做出**本契据**项下的任何通知或通讯时：如为信函，证明信函已经适当加盖邮戳、填写地址并置于邮筒内即为充分。

**承诺人 1** : EDA Shine International Limited

通信地址 Ritter House, Wickhams Cay II, PO Box 3170, Road  
Town, Tortola, VG1110, British Virgin Islands

联系人 刘勇  
联系人电邮地址 derek@edayun.cn

**承诺人 2** Edaurora Holdings Limited  
通信地址 : Ritter House, Wickhams Cay II, PO Box 3170, Road  
Town, Tortola VG1110, British Virgin Islands  
联系人 : 刘勇  
联系人电邮地址 derek@edayun.cn

**承诺人 3** Skyline Investment Holdings Limited  
通信地址 Mill Mall, Suite 6, Wickhams Cay 1, PO Box 3085,  
Road Town, Tortola, British Virgin Islands  
联系人 刘勇  
联系人电邮地址 derek@edayun.cn

**承诺人 4** 刘勇  
通信地址 深圳市南山区荔湾路山海翠庐 2 栋 2B  
电邮地址 derek@edayun.cn

**承诺人 5** 领尚嘀嘀网络科技有限公司 (LS DiDi Network  
Technology Limited)  
通信地址 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公  
楼  
联系人 罗建峰  
联系人电邮地址 luojf@lesso.com

**承诺人 6** 星迈黎亚中国控股有限公司 (Samanea China  
Holdings Limited)  
通信地址 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公  
楼  
联系人 左满伦  
联系人电邮地址 zuoml@lesso.com

**承诺人 7** 领尚环球国际控股有限公司 (Lesso Home  
International Holdings Limited)  
通信地址 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公  
楼  
联系人 罗建峰



|               |   |
|---------------|---|
| 联系人电邮地址       | luojf@lesso.com                                   |
| <b>承诺人 8</b>  | 中国联塑集团控股有限公司 (China Lesso Group Holdings Limited) |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公楼                          |
| 联系人           | 罗建峰   |
| 联系人电邮地址       | luojf@lesso.com                                   |
| <b>承诺人 9</b>  | 黄联禧   |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公楼                          |
| 电邮地址          | zuoxy@lesso.com                                   |
| <b>承诺人 10</b> | 左笑萍   |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公楼                          |
| 电邮地址          | zuoxy@lesso.com                                   |
| <b>承诺人 11</b> | 展华有限公司(Zhan Hua Limited)                          |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公楼                          |
| 联系人           | 左满伦   |
| 联系人电邮地址       | zuoml@lesso.com                                   |
| <b>承诺人 12</b> | 左满伦   |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑C区办公楼                            |
| 电邮地址          | zuoml@lesso.com                                   |
| <b>承诺人 13</b> | 晓峰集团有限公司 (Dawnhill Group Limited)                 |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公楼                          |
| 联系人           | 罗建峰   |
| 联系人电邮地址       | luojf@lesso.com                                   |

|               |                               |
|---------------|-------------------------------|
| <b>承诺人 14</b> | 罗建峰                           |
| 通信地址          | 广东省佛山市顺德区龙江镇乐龙路联塑 C 区办公楼      |
| 电邮地址          | luojf@lesso.com               |
| <b>承诺人 15</b> | LittleBear Investment Limited |
| 通信地址          | 香港马鞍山新市镇锦龙苑龙升阁 31 楼 10 室      |
| 联系人           | 张文字                           |
| 联系人电邮地址       | michael@edayun.cn             |
| <b>承诺人 16</b> | 张文字                           |
| 通信地址          | 香港马鞍山新市镇锦龙苑龙升阁 31 楼 10 室      |
| 电邮地址          | michael@edayun.cn             |
| <b>承诺人 17</b> | QCJJ Group Limited            |
| 通信地址          | 广州市番禺区草韵路 1 号南区四栋 504 房       |
| 联系人           | 唐佳佳                           |
| <b>承诺人 18</b> | QCZC Group Limited            |
| 通信地址          | 广州市番禺区草韵路 1 号南区四栋 504 房       |
| 联系人           | 唐佳佳                           |
| 联系人电邮地址       | jiajia.tang@keesson.com       |
| <b>承诺人 19</b> | 唐佳佳                           |
| 通信地址          | 广州市番禺区草韵路 1 号南区四栋 504 房       |
| 电邮地址          | jiajia.tang@keesson.com       |
| <b>承诺人 20</b> | QCBM Group Limited            |
| 通信地址          | 广州市番禺区良路 9 号西六街三座一梯 502 房     |
| 联系人           | 钱玉澄                           |
| 联系人电邮地址       | yucheng.qian@keesson.com      |

**承诺人 21** 钱玉澄  
通信地址 广州市番禺区良路 9 号西六街三座一梯 502 房  
电邮地址 yucheng.qian@keesson.com

**公司** : 易达云科技控股有限公司  
**通信地址** : 深圳市宝安区新安街道兴东社区稻兴科创中心 A 座  
**联系人** : 刘勇  
**联系人电邮地址** derek@edayun.cn

## 9. 弃权及其它权利

- 9.1 单次行使、部分行使、没有行使、忽略行使、或延迟行使**本契据**或其它文件赋予任一方的任何权利、权力或补救，不构成该方对该等或任何其它权利、权力或补救的弃权。
- 9.2 **本契据**明确赋予任一方的任何权利、权力或补救是该方按照**本契据**或法律另行获得的所有其它权利、权力和补救之外的权利、权力或补救，并且不应影响该等其他权利、权力和补救。

## 10. 一般条款

- 10.1 **本契据**包含各方就**本契据**事宜达成的全部协议，并取代各方就该等事宜达成的所有先前的协议和谅解。
- 10.2 **本契据**的任何条款只能通过**本契据**所有各方书面同意方能修改。按照本条款生效的任何修订或弃权对**本契据**所有各方具有约束力。
- 10.3 **本契据**可以签署多份，每一份均具有相同的效力，就如同签署一份协议一样。所有文本构成同一份文件。
- 10.4 时间至关重要。
- 10.5 **本契据**对**本契据**各方、其各自的继承人和许可受让方均具有约束力，并确保**本契据**各方、其各自的继承人和许可受让方的利益，并由**本契据**各方、其各自的继承人和许可受让方执行。
- 10.6 **承诺人**对公司陈述及保证：
- 10.6.1 其拥有充分的权力和职权签订**本契据**以及履行其在**本契据**中的所有义务，**本契据**构成对其有效并有约束力的义务，可以按照**本契据**条款对其充分执行；及
- 10.6.2 签署及执行**本契据** (i) 不会与其目前作为一方或者其资产受到或可能受到约束或影响的任何协议或义务相冲突、或导致对该等协议或义务的违反或引起其终止或变更，亦不会违反任何政府机构、行政机构或监管机构的任何法律、法规

或规章，或对其有影响的任何司法、行政、监管或政府机构的任何命令、禁止令或判令，以及 (ii) 不会要求任何司法辖区的任何政府机构或监管机构的审批、许可或同意。

- 10.7 如果**本契据**的任何条款在任何时间在任何方面非法、无效或不可执行，**本契据**的其余条款不应因此受到任何影响或损害。

## 11. 适用法律及管辖

- 11.1 **本契据**应适用香港法律，并按照该法律进行解释。**本契据**各方不可撤销地接受香港法院的非排他性管辖。

- 11.2 由**本契据**引起或与之相关的一切争议、分歧或权利主张，包括违约、**本契据**的解除或无效，均应提交按照提交仲裁通知时有效的《香港国际仲裁中心本地仲裁规则》进行的仲裁最终解决。本仲裁条款适用的法律为香港法，仲裁地将位于香港，仲裁员人数为三名。仲裁使用中文，若附以中文翻译，提交文件亦可使用其他语言。**本契据**各方约定《仲裁条例》（第 609 章）附录 2 中的所有条款均适用于**本契据**下的任何仲裁。

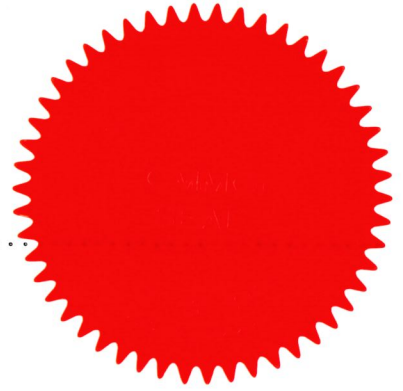
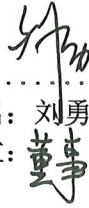
本契据已由本契据各方于文首所载日期合法签署，以资信守。

代表 EDA Shine International Limited

作为契约签字并交付

)  
)  
)

姓名：刘勇  
职位：董事



见证人：



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见证人姓名：



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见证人地址

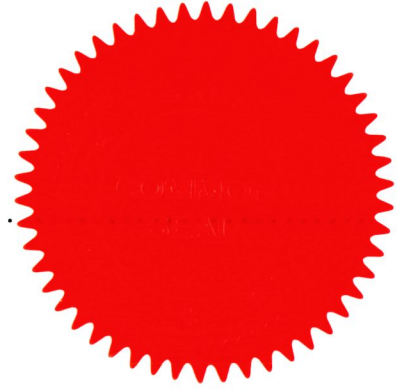
深圳市楷兴环球科创中心A座21楼

代表 Edaurora Holdings Limited

作为契约签字并交付

)  
)  
)

姓名: 刘勇  
职位: 董事



见证人:



.....  
见证人姓名:



.....  
.....  
见证人地址

深圳市稻兴环球科创中心A座21楼

代表 Skyline Investment International Limited )

作为契约签字并交付 )

  
 .....  
 名字: WONG Dik Man Alex for and behalf of Sovereign  
 Directors (HK) Limited  
 职位: Director

见证人:

  
 .....

见证人姓名: **TAM Lai Ching**



... 8/F, 299 QRC .....  
 287-299 Queen's Road Central  
 ... Hong Kong .....

.....  
见证人地址

刘勇

作为契约签字并交付

)  
)  
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见证人:



.....  
见证人姓名: 廖智浩

.....  
Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
Hong Kong  
.....

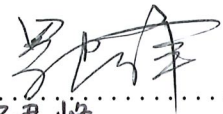
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见证人地址



代表领尚嘀嘀网络科技有限公司  
(LS DiDi Network Technology Limited)

作为契约签字并交付

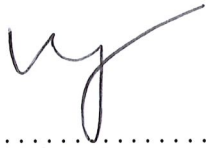
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姓名: 罗建峰  
职位: 董事



见证人:



见证人姓名: 郑智浩

Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
Hong Kong

见证人地址

代表星迈黎亚中国控股有限公司  
(Samanea China Holdings Limited)

作为契约签字并交付

)  
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.....  
姓名: 左满伦  
职位: 董事

见证人:

见证人姓名:

詹智浩



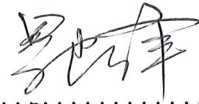
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Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
Hong Kong  
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见证人地址

代表领尚环球国际控股有限公司  
(Lesso Home International Holdings Limited)

作为契约签字并交付

)  
)  
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)



姓名: 罗建峰  
职位: 董事

见证人:



见证人姓名: 解智浩



Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
Hong Kong

见证人地址

代表中国联塑集团控股有限公司  
(China Lesso Group Holdings Limited)

作为契约签字并交付

)  
)  
)  
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姓名: 罗建峰  
职位: 董事

见证人:

见证人姓名: 覃智强

姓名: 左满伦  
职位: 董事



Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
Hong Kong

见证人地址

见证人姓名: 李晓慧

广东省佛山市龙江镇龙洲西路77号

见证人地址

黄联禧

作为契约签字并交付

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黄联禧



见证人：

李晓慧

.....  
见证人姓名：

广东省佛山市龙江镇龙洲西路77号

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见证人地址

左笑萍

作为契约签字并交付

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左笑萍



见证人:

李晓慧

见证人姓名:

广东省佛山市龙江镇龙洲  
西路77号

见证人地址

代表展华有限公司  
(Zhan Hua Limited)

作为契约签字并交付

)  
)  
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.....  
姓名: 左满伦

职位: 董事

见证人:

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见证人姓名:

..... 广东省佛山市龙江镇龙洲西路  
77号 .....

.....  
见证人地址



左满伦

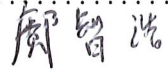
作为契约签字并交付

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见证人:



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见证人姓名: 

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Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
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Hong Kong  
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见证人地址



代表晓峰集团有限公司  
(Dawnhill Group Limited)

作为契约签字并交付

)  
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)

罗建峰

姓名: 罗建峰

职位: 董事

见证人:

李晓慧

见证人姓名:



广东省佛山市龙江镇龙洲西路77号

见证人地址

罗建峰

)  
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作为契约签字并交付

见证人:



.....  
见证人姓名:

廖智浩

.....  
Dentons Hong Kong LLP  
Suite 3201, Jardine House  
1 Connaught Place, Central  
.....  
Hong Kong

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见证人地址

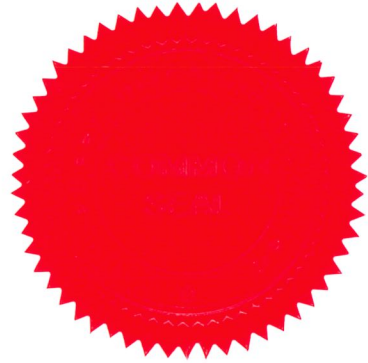
代表 LittleBear Investment Limited

作为契约签字并交付

) *Cheung Man Yu*  
 ) .....  
 姓名: 张文宇  
 职位: 董事

见证人:

..... *梅葵景*  
 见证人姓名: *梅葵景*



.....  
*99/999号, 7号区, 挽捎通分  
 区, 挽捎通区, 北揽府, 春园*

.....  
见证人地址

张文宇

作为契约签字并交付

)  
)  
)

Chung Man Yu



见证人:

.....  
见证人姓名:

盧智浩

Dentons Hong Kong LLP

.....  
Suite 3201, Jardine House  
1 Connaught Place, Central  
Hong Kong  
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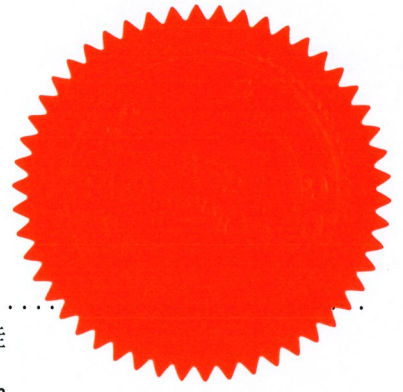
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见证人地址

代表 QCJJ Group Limited

作为契约签字并交付

)  
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)

唐任任  
姓名: 唐佳佳  
职位: 董事



见证人:

朱胜晏

.....  
见证人姓名:

朱胜晏

广东省广州市番禺区东环路

金山谷意库20栋201室

.....  
见证人地址

代表 QCZC Group Limited

作为契约签字并交付

)  
)  
)

唐佳佳  
姓名: 唐佳佳  
职位: 董事



见证人:

朱胜晏  
.....  
见证人姓名: 朱胜晏

广州市番禺区东环路  
.....  
金山创意园20栋201室  
.....  
.....  
见证人地址

唐佳佳

作为契约签字并交付

)  
) 唐佳佳



见证人：

朱胜晏

.....  
见证人姓名：

朱胜晏

.....  
广东省广州市番禺区东环街.....

金山谷意康20栋201室.....

.....  
见证人地址

代表 QCBM Group Limited

作为契约签字并交付

)  
)  
)

钱玉澄

姓名: 钱玉澄

职位: 董事



见证人:

杨淑

.....  
见证人姓名:

杨淑

.....  
广东省广州市番禺区东环路

.....  
金山谷意库20栋201室

.....  
见证人地址



钱玉澄

作为契约签字并交付

) 钱玉澄  
)  
)



见证人：

朱昭晏

.....  
见证人姓名：

朱昭晏


广东省广州市番禺区东环街  
金山谷意库20栋201室.....

.....  
见证人地址

代表 EDA Group Holdings Limited

)  
)  
)  
)

作为契约签字并交付

  
.....  
姓名：刘勇  
职位：董事



见证人：



.....  
见证人姓名：



.....  
.....  
.....  
见证人地址

深圳市稻兴环球科创中心 A座21楼

**INDEMNIFIERS**  
(as defined in this Deed of Indemnity)

in favour of

**EDA GROUP HOLDINGS LIMITED**  
(for itself and as trustee for its subsidiaries)

---

**DEED OF INDEMNITY**

---

THIS DEED OF INDEMNITY is made on the 17<sup>th</sup> day of May 2024 (this "Deed")

BY: -

- (1) **EDA SHINE INTERNATIONAL LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola, VG1110, British Virgin Islands;
- (2) **EDAURORA HOLDINGS LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola, VG1110, British Virgin Islands;
- (3) **LIU YONG (劉勇)**, holder of PRC identity card no. 420111198004015613 whose address is at 2B, Building 2, Shanghai Cuilu, Liwan Road, Nanshan District, Shenzhen City, Guangdong Province, PRC;
- (4) **LS DIDI NETWORK TECHNOLOGY LIMITED (領尚嘯嘯網路科技有限公司)**, a company with limited liability incorporated under the laws of the Cayman Islands the registered office of which is at Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands;
- (5) **SAMANEA CHINA HOLDINGS LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands;
- (6) **LESSO HOME INTERNATIONAL HOLDINGS LIMITED (領尚環球國際控股有限公司)**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands;
- (7) **CHINA LESSO GROUP HOLDINGS LIMITED (中國聯塑集團控股有限公司)**, a company with limited liability incorporated under the laws of the Cayman Islands the registered office of which is at Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands and the address for service and principal place of business in Hong Kong of which is at Unit 1A, 10th Floor, Tower 2 South Seas Centre 75 Mody Road Tsim Sha Tsui East Kowloon, Hong Kong;
- (8) **WONG LUEN HEI (黃聯禧)**, holder of Hong Kong passport no. HJ2226280 whose address is at Flat D, 59/F, Block 3, Sorrento, No. 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong;
- (9) **ZUO XIAOPING (左笑萍)**, holder of Hong Kong identity card no. R331488(9) whose address is at Flat D, 59/F, Block 3, Sorrento, No. 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong;
- (10) **ZHAN HUA LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands;
- (11) **ZUO MANLUN (左滿倫)**, holder of Hong Kong passport no. KJ0530722 whose address is at Flat D, 59/F, Block 3, Sorrento, No. 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong;
- (12) **DAWNHILL GROUP LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands;

- (13) **LUO JIANFENG (羅建峰)**, holder of Hong Kong passport no. KJ0704867 whose address is at Flat A, 11/F, Wah Shing Building, 21 Castle Peak Road, Sham Shui Po, Kowloon, Hong Kong;
- (14) **LITTLEBEAR INVESTMENT LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;
- (15) **CHEUNG MAN YU (張文宇)**, holder of Hong Kong passport no. KJ0530722 whose address is at RM 10, 31/F, Lung Sing House, Kam Lung Court, Ma On Shan, NT, Hong Kong;
- (16) **QCJJ GROUP LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;
- (17) **QCZC GROUP LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;
- (18) **TANG JIA JIA (唐佳佳)**, holder of PRC identity card no. 522128198502080023 whose address is at Room 504, Building 4, South District, No.1 Cao Yun Road, Panyu District, Guangzhou, PRC;
- (19) **QCBM GROUP LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands;
- (20) **QIAN YU CHENG (錢玉澄)**, holder of PRC identity card no. 620102198303024318 whose address is at Room 502, Block 3, Staircase 1, West 6th Street, No.9 Liang Road, Panyu District, Guangzhou, PRC; and
- (21) **SKYLINE INVESTMENT INTERNATIONAL LIMITED**, a company with limited liability incorporated under the laws of the British Virgin Islands the registered office of which is at Mill Mall, Suite 6, Wickhams Cay 1, PO Box 3085, Road Town, Tortola, British Virgin Islands,

(collectively referred to as the “**Indemnifiers**” and each individually as an “**Indemnifier**”)

**IN FAVOUR OF: -**

- (22) **EDA GROUP HOLDINGS LIMITED**, a company incorporated as an exempted company with limited liability under the laws of the Cayman Islands the registered office of which is at Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands and the address for service and principal place of business in Hong Kong of which is at Unit 03, 12/F, Tower 2 South Seas Centre, 75 Mody Road, Kowloon, Hong Kong (the “**Company**”) for itself and as trustee for each of its subsidiaries (together with the Company, the “**Group Companies**” and individually a “**Group Company**”).

**WHEREAS: -**

- (A) The Company is proposing to offer [97,625,000] shares of US\$0.01 each (the “**Shares**”) (subject to the Over-allotment Option as defined in the Prospectus (as defined below))

by way of global offering (the “**Global Offering**”) upon and subject to the terms and conditions set out in the prospectus proposed to be dated on or about 20 May 2024 (the “**Prospectus**”) and CMB International Capital Limited has applied on behalf of the Company for the listing of, and permission to deal in, the whole of the issued share capital of the Company on the Main Board of The Stock Exchange of Hong Kong Limited (the “**Main Board**”) and the Shares falling to be issued pursuant to the Global Offering and subject to the Over-allotment Option (as defined in the Prospectus).

- (B) Each of the Indemnifiers has agreed to give certain indemnities against Taxation (as defined below) in favour of the Group Companies on the terms and conditions as hereinafter stated.

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

1. **DEFINITIONS AND INTERPRETATION**

- (A) Unless otherwise defined below, all capitalised terms used herein shall have the same meanings as defined in the Prospectus.
- (B) In this Deed, unless the context otherwise requires: -
- (i) a relevant transfer in relation to any person means a transfer made by that person of any property other than an interest limited to cease on his death or property which he transferred in a fiduciary capacity being a transfer made on or before the Effective Date (as defined below) and means a transaction of the kind described in section 35 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) interpreted in accordance with the provision contained in section 3 of the Estate Duty Ordinance;
  - (ii) a transfer made by a person of any property other than an interest limited to cease on his death or property which he transferred in a fiduciary capacity means a transaction of the kind described by the words “a transfer of any property, other than an interest limited to cease on his death or property which he transferred in a fiduciary capacity” in section 35 of the Estate Duty Ordinance interpreted in accordance with the provisions contained in section 3 of the Estate Duty Ordinance;
  - (iii) in the event of any loss, reduction, modification, cancellation or deprivation of any Relief (as defined below) or of a right to repayment of any form of Taxation (as defined below), there shall be treated as an amount of Taxation for which a liability has arisen the amount of such Relief or repayment or (if smaller) the amount by which the liability to any such Taxation of the Group Companies or any of them would have been reduced by such Relief if there had been no such loss, reduction, modification, cancellation or deprivation as aforesaid (but only to the extent that the Relief would otherwise have been capable of full utilisation by any of the Group Companies), applying the relevant rates of taxation in force in the period or periods in respect of which such Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and providing that the Group Companies or any of them (as the case may be) had

sufficient profits, turnover or other assessable income or expenditure against which such Relief might be set-off or given;

- (iv) references to provisions of the Estate Duty Ordinance are references to the provisions of the Estate Duty Ordinance as in force at the date of this Deed but shall be deemed to include references to all statutory modifications re-enactments, replacements and extensions of those provisions now or hereafter in force;
- (v) references to “**Hong Kong**” mean the Hong Kong Special Administrative Region of the PRC;
- (vi) “**PRC**” means the People’s Republic of China, which, for the sole purpose of this Deed, excludes Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;
- (vii) “**BVI**” means the British Virgin Islands;
- (viii) “**Claim**” includes (without limitation) any claim, counterclaim, assessment, notice, demand or other documents issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong or any other statutory or governmental authority whatsoever in Hong Kong or any other part of the world whereby any of the Group Companies is liable or is sought to be made liable for any payment of any Taxation or to be deprived or sought to be deprived of any Relief or of a right to repayment of any form of Taxation which the Relief or right to repayment would, but for the Claim, have been available to any of the Group Companies;
- (ix) “**Effective Date**” means the date on which dealings in the Shares first commence on the Main Board;
- (x) “**Estate Duty**” means duty payable under the Estate Duty Ordinance or any law of equivalent effect of any jurisdiction outside Hong Kong and includes any interest, penalty or other liability arising in connection with the imposition or non-payment or delay in payment of such duty;
- (xi) “**Listing**” means the purported listing of the Shares on the Main Board;
- (xii) “**Relief**” means any relief, allowance, concession, exemption, set-off or deduction in respect of any Taxation or in computing profits, income or gains for the purposes of any Taxation or credit or right to repayment of Taxation available to any of the Group Companies granted by or pursuant to any legislation or otherwise relating to Taxation;
- (xiii) “**Taxation**” means: -
  - (a) Estate Duty and any liability of any or all of the Group Companies to any form of taxation whenever created or imposed in any part of the world and without prejudice to the generality of the foregoing, includes any tax computed on profits on income, any tax computed on capital

assets, profits tax, provisional profits tax, interest tax, salaries tax, property tax, land appreciation tax, taxes on income, inheritance tax, capital duty, stamp duty, payroll tax, withholding tax, rates, valued added tax, customs, rates and excise duties and generally any tax duty, impost, levy, rate or other liabilities or amount payable to the revenue, customs or fiscal authorities in any part of the world;

- (b) such an amount or amounts as is or are referred to in paragraph (iii) of this Clause; and
  - (c) all costs, interest, fines, penalties, charges and expenses incidental or relating to any liability referred to in (a) above including the reasonable costs and expenses incurred in settlement or legal proceedings in connection with any Claims, to the extent that the same is/are payable or suffered by the Group Companies or any of them.
- (C) In this Deed, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated.
- (D) In this Deed, headings are for convenience only and shall not affect the construction of this Deed.
- (E) In construing this Deed: -
- (i) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters of things; and
  - (ii) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- (F) The Schedule to this Deed forms an integral part of this Deed and any reference to this Deed shall include a reference to the Schedule.

## **2. CONDITIONS**

- (A) All the provisions contained in this Deed are conditional on the same conditions stated in the paragraph headed “Conditions of the Global Offering” in the section headed “Structure and Conditions of the Global Offering” in the Prospectus being fulfilled on or before the date as stated therein, failing which this Deed shall become null and void and cease to have any effect whatsoever.
- (B) The conditions referred to in Clause 2(A) shall be deemed to have been fulfilled on the Listing Date (as defined in the Prospectus).

## **3. ESTATE DUTY AND TAXATION INDEMNITY**



- (A) Each of the Indemnifiers hereby agrees and undertakes to indemnify the Group Companies on a full indemnity and entirety basis in respect of each Group Companies and at all times keep the same fully indemnified on demand from and against any depletion in, or reduction in, the value of their respective assets, or increase in their respective liabilities, or any loss or depreciation of any Relief by any of the Group Companies, as a result of:-
- (i) any and all Taxation falling on any of the Group Companies in any part of the world resulting from or by reference to any income, profits or gains earned accrued or received on or before the Effective Date or any event on or before the Effective Date, whether alone or in conjunction with other circumstances and whether or not such Taxation is chargeable against or attributable to any other person, firm or company, unless such liability to Taxation is also discharged by such other person, firm or company; or
  - (ii) all or any liabilities of whatever nature that may arise out of or from or as a result of or in connection with the business and/or operation of any of the Group Companies, whether in the ordinary course of the business of the Group Companies or otherwise, on or before the Effective Date, irrespective of whether or not such liabilities are chargeable against or attributable to any other person, firm or company, unless such liabilities are also discharged by such other person, firm or company; or
  - (iii) all or any of the liabilities in connection with any tax, duty, excise, customs, charges, fees or expenses that may arise or be incurred in Hong Kong or any part of the world in the context and/or course of, or in relation to, the operation and/or business of the Group Companies on or before the Effective Date; or
  - (iv) all or any liabilities, damages, costs, charges, fines, fees, expenses and interest (collectively, “**liabilities**”) that may arise or be payable under or in connection with any legal action or proceedings of whatever nature and irrespective of whether instituted and whether on going or otherwise of which any Group Companies is involved or is a party of whatever capacity thereto (a) to the extent that such liabilities are not covered by the relevant insurance policies taken out by the Group Companies or any Group Company; or (b) to the full extent of such liabilities in the event that none of the Group Companies has taken out any insurance policy to cover such liabilities, provided that the cause of action for such legal action or proceedings has occurred before the Effective Date.

#### 4. LIMITATIONS

- (A) The Indemnifiers shall be under no liability under this Deed:-
- (i) to the extent that provision has been made for such Taxation or liability in the audited consolidated accounts of the Company or the audited accounts of the relevant Group Company for the three years ended 31 December 2023 (the “**Accounts**”);
  - (ii) to the extent that such Claim arises or is incurred as a consequence of any retrospective change in the law or regulations or practice by the Hong Kong

Inland Revenue Department or any other relevant authorities in any part of the world coming into force after the date hereof or to the extent that such Claim arises or is increased by an increase in rates of Taxation after the date hereof with retrospective effect;

- (iii) to the extent that the such Taxation or liability is caused by the act or omission of, or transaction voluntarily effected by, any Group Company which is carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets other than any prosecution by any government authority;
- (iv) to the extent that such Taxation or liability would not have arisen but for any act or omission by any of the Group Companies (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) voluntarily effected without the prior written consent or agreement of the Indemnifiers; and
- (v) to the extent of any provision or reserve made for Taxation in the Accounts which is finally established to be an over-provision or an excessive reserve, provided that the amount of any such provision or reserve applied pursuant to this Clause 4(A)(v) to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising after 31 December 2023.

## **5. CLAIM AND PAYMENT**

- (A) In the event of any Claim arising under this Deed, the relevant Group Companies shall, by way of covenant but not as a condition precedent to the liability of the Indemnifiers hereunder, give or procure that notice thereof together where practicable with all relevant information is given, as soon as reasonably practicable, to the Indemnifiers in the manner provided in Clause 7 and, as regards any Claim, the relevant Group Companies shall, if reasonably requested by the Indemnifiers and in consultation with the Indemnifiers, use their best endeavours to cause the Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claim and any determination in respect thereof, subject to such Group Companies being indemnified and secured to their reasonable satisfaction by the Indemnifiers from and against any and all losses, liabilities (including additional Taxation), damages, interest, penalties, costs, charges, fines and expenses which may be thereby reasonably and properly sustained or incurred.
- (B) Without the prior approval of the Company (whether for itself or on behalf of any other Group Companies), and such approval shall not be unreasonably withheld or delayed, the Indemnifiers shall make no settlement of any Claim nor agree any matter in the course of disputing any Claim likely to affect the amount thereof or the future taxation liability of any of the Group Companies.
- (C) If, after any Indemnifier has made any payment pursuant to this Deed, any of the Group Companies shall recover or receive a refund of all or part of any Taxation or liability including any refund made pursuant to the provisions in the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) or similar legislation elsewhere or liability to which such payment wholly or partly relates, or shall agree with the relevant authority that all or part of such Taxation is no longer payable, such Group Company shall

forthwith repay or cause to be paid to the Indemnifiers a sum corresponding to the balance of the refund or such Taxation no longer payable remaining after deducting the aggregate of (a) any costs, charges, and expenses payable or properly sustained or incurred by any of the Group Companies in recovering such refund, and (b) the amount of any additional Taxation which may be suffered or incurred by any of the Group Companies in consequence of such refund.

- (D) A Group Company may, in whole or in part, release or compromise the liability of the Indemnifiers under this Deed or grant any time or other indulgence, in its absolute discretion, without in any way prejudicing or affecting any other liability of the Indemnifiers.
- (E) Any payments due by the Indemnifiers pursuant to this Deed shall be increased to include such interest on unpaid Taxation as any of the Group Companies shall have been required to pay pursuant to section 71(5) or section 71(5A) of the Inland Revenue Ordinance or similar legislation in any other part of the world or otherwise, unless such interest liability was incurred as a result of the negligence or willful default of any Group Company.
- (F) Any payments made by or due from the Indemnifiers under this Deed shall be made gross, free and clear of any rights of counterclaim or set-off and without any deductions or withholdings of any nature.
- (G) In the event that any deductions or withholdings are required by law, or that any payments made by or due from the Indemnifiers under this Deed are liable for Taxation (in the hands of any of the Group Companies or otherwise), then the Indemnifiers shall be liable to pay to the relevant Group Company to whom the payments are made or due such further sums as will ensure that the aggregate of the sums paid or payable shall, after making all deductions and withholdings from, or deducting liabilities to Taxation in respect of, such sums, leave the relevant Group Company with the same amount as it/they would have been entitled to receive in the absence of any such deductions, withholdings or liabilities to Taxation.
- (H) No claim under this Deed shall be made by more than one of the Group Companies against the Indemnifiers in respect of the same Taxation.

## **6. COSTS AND EXPENSES**

The Company shall bear the professional and legal fees, costs and expenses incurred in relation to the negotiation, preparation, registration and execution of this Deed.

## **7. NOTICES**

- (A) Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent to the relevant party hereto at its address or email address set out below (or such other address or email address as the addressee has by 5 days' prior written notice specified to the other parties hereto):

To the Indemnifiers:

*EDA Shine International Limited*

Address: Ritter House, Wickhams Cay II, PO Box 3170, Road Town,  
Tortola, VG1110, British Virgin Islands  
Attention: Liu Yong  
Email address: derek@edayun.cn

*Edaurora Holdings Limited*

Address: Ritter House, Wickhams Cay II, PO Box 3170, Road Town,  
Tortola, VG1110, British Virgin Islands  
Attention: Liu Yong  
Email address: derek@edayun.cn

*Liu Yong (劉勇)*

Address: 2B, Building 2, Shanhai Cuilu, Liwan Road, Nanshan  
District, Shenzhen City, Guangdong Province, PRC  
Email address: derek@edayun.cn

*LS Didi Network Technology Limited*

Address: Unit 03, 12/F, Tower 2, South Seas Centre, 75 Mody Road,  
Tsim Sha Tsui East, Kowloon, Hong Kong  
Attention: Luo Jianfeng  
Email address: luojf@lesso.com

*Samanea China Holdings Limited*

Address: Unit 03, 12/F, Tower 2, South Seas Centre, 75 Mody Road,  
Tsim Sha Tsui East, Kowloon, Hong Kong  
Attention: Zuo Manlun  
Email address: zuoml@lesso.com

*Lesso Home International Holdings Limited*

Address: Unit 03, 12/F, Tower 2, South Seas Centre, 75 Mody Road,  
Tsim Sha Tsui East, Kowloon, Hong Kong  
Attention: Luo Jianfeng  
Email address: luojf@lesso.com

*China Lesso Group Holdings Limited*

Address: Unit 1A, 10th Floor, Tower 2, South Seas Centre, 75 Mody  
Road, Tsim Sha Tsui East, Kowloon, Hong Kong  
Attention: Zuo Manlun

Email address: zuoml@lesso.com

*Wong Luen Hei (黃聯禧)*

Address: Unit 1A, 10th Floor, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong

Email address: zuoxy@lesso.com

*Zuo Xiaoping (左笑萍)*

Address: Unit 1A, 10th Floor, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong

Email address: zuoxy@lesso.com

*Zhan Hua Limited*

Address: Unit 04B, 12/F, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong

Attention: Zuo Manlun

Email address: zuoml@lesso.com

*Zuo Manlun (左滿倫)*

Address: Unit 1A, 10th Floor, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong

Email address: zuoml@lesso.com

*Dawnhill Group Limited*

Address: Unit 04B, 12/F, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong

Attention: Zuo Manlun

Email address: zuoml@lesso.com

*Luo Jianfeng (羅建峰)*

Address: Unit 1A, 10th Floor, Tower 2, South Seas Centre, 75 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong

Email address: luojf@lesso.com

*LittleBear Investment Limited*

Address: Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands

Attention: Cheung Man Yu

Email address: michael@edayun.cn

*Cheung Man Yu (張文宇)*

Address: RM 10, 31/F, Lung Sing House, Kam Lung Court, Ma On Shan, NT, Hong Kong  
Email address: michael@edayun.cn

*QCJJ Group Limited*

Address: Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands  
Attention: Tang Jia Jia  
Email address: jiajia.tang@keesson.com

*QCZC Group Limited*

Address: Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands  
Attention: Tang Jia Jia  
Email address: jiajia.tang@keesson.com

*Tang Jia Jia (唐佳佳)*

Address: Room 504, Building 4, South District, No.1 Cao Yun Road, Panyu District, Guangzhou, PRC  
Email address: jiajia.tang@keesson.com

*QCBM Group Limited*

Address: Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands  
Attention: Qian Yu Cheng  
Email address: yucheng.qian@keesson.com

*Qian Yu Cheng (錢玉澄)*

Address: Room 502, Block 3, Staircase 1, West 6th Street, No.9 Liang Road, Panyu District, Guangzhou, PRC  
Email address: yucheng.qian@keesson.com

*Skyline Investment International Limited*

Address: Mill Mall, Suite 6, Wickhams Cay 1, PO Box 3085, Road Town, Tortola, British Virgin Islands  
Attention: Liu Yong  
Email address: derek@edayun.cn

To the Company (for itself and as trustee for its subsidiaries):

Address: Unit 03, 12/F, Tower 2, South Seas Centre, 75 Mody Road,  
Kowloon, Hong Kong  
Attention: Liu Yong  
Email address: derek@edayun.cn

- (B) Any such notice shall be deemed to be served at the time when the same is left at the address of the party to be served or, in the case of notices served by email transmission when sent provided that the transmission is confirmed by a transmission report; and if served by post on the second day (not being a Saturday, Sunday or public holiday) next following the date of posting.

## **8. GENERAL**

- (A) Each of the Indemnifiers hereby undertakes to each of the Group Companies that he will on demand do all such acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the transaction contemplated hereunder.
- (B) This Deed shall be binding on, and shall enure to the benefit of, the Indemnifiers and the Group Companies and their respective legal personal representatives and successors in title and assigns.
- (C) This Deed sets forth the entire agreement and understanding between the parties or any of them in relation to the subject matter of this Deed and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties hereto with respect to the subject matter hereof, whether such be written or oral.
- (D) This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts each of which when executed shall be binding on the party who has executed it and all of which when taken together shall constitute one and the same document.
- (E) No breach of any provision of this Deed shall be capable of being waived or discharged except with the express written consent of the Company.
- (F) No failure or delay by the Company or any of the Group Companies in exercising any right, power or entitlement under this Deed shall operate as a waiver thereof nor shall any single or partial exercise by any of them of any right, power or entitlement preclude any further exercise thereof or the exercise of any other right, power or entitlement. The rights and remedies in this Deed are cumulative and not exclusive of any rights and remedies provided by law.

## **9. GOVERNING LAW**

- (A) This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the

Hong Kong courts.

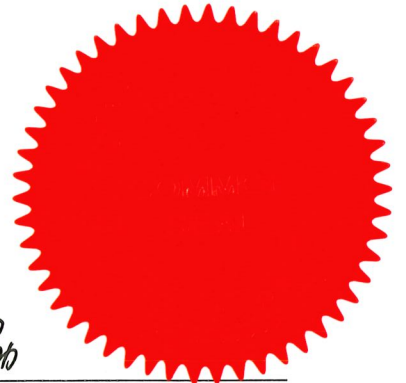
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**CONTROLLING SHAREHOLDERS**

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDA SHINE INTERNATIONAL LIMITED**  
in the presence of:-

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)  
)  
)  
)



*Signature*

Name: **LIU YONG (劉勇)**

Title: *Director*

*鄧南林*

Name: *Deng nalin*

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDAURORA HOLDINGS LIMITED**  
in the presence of:-

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)  
)  
)



*Signature of Liu Yong*

Name: LIU YONG (劉勇)

Title:

Director

*Handwritten signature of Deng Nambiu*

\_\_\_\_\_  
Name:

Deng nambiu

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
LIU YONG (劉勇)  
in the presence of:-

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)

  
\_\_\_\_\_ 



\_\_\_\_\_  
Name: *Deng nantzu*


**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**LS DIDI NETWORK TECHNOLOGY LIMITED**  
(領尚嘑嘑網路科技有限公司)  
in the presence of:-

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Name: LUO JIANFENG (羅建峰)

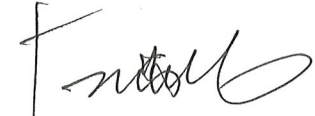
Title: Director

  
Name: Jane Ding

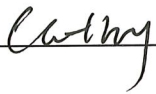


**EXECUTED** as a **DEED** by  
**ZUO MANLUN (左滿倫)**  
for and on behalf of  
**SAMANEA CHINA HOLDINGS LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



Name: ZUO MANLUN (左滿倫)  
Title: *Director*

Name: *Cathy Li* 



EXECUTED as a DEED by  
LUO JIANFENG (羅建峰)  
for and on behalf of  
LESSO HOME INTERNATIONAL HOLDINGS LIMITED  
(領尚環球國際控股有限公司)  
in the presence of:-

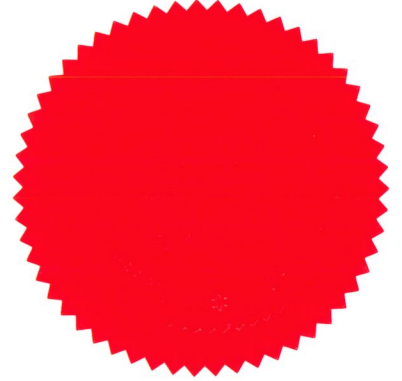
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Name: LUO JIANFENG (羅建峰)

Title: Director

Name: Cathy Li



**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**CHINA LESSO GROUP HOLDINGS LIMITED**  
(中國聯塑集團控股有限公司)  
in the presence of:-

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Name: LUO JIANFENG (羅建峰)

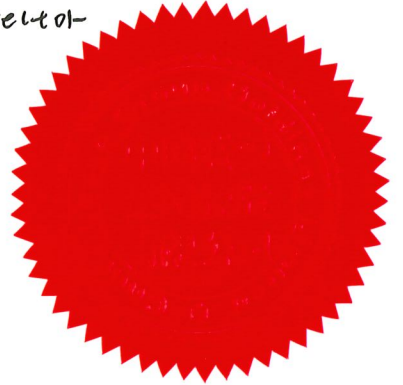
Title: Director

Name: Cathy Li



Name: ZUO MANLUN (左滿倫)

Title: Director



**SIGNED, SEALED AND DELIVERED**  
**AS A DEED** by  
**WONG LUEN HEI (黃聯禧)**  
in the presence of:-

)  
)  
) 黃聯禧 

Name: Cathy Li *Cathy*



SIGNED, SEALED AND DELIVERED  
AS A DEED by  
ZUO XIAOPING (左笑萍)  
in the presence of:-

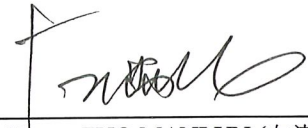
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)  
)



Name: Cathy Li *Cathy*

**EXECUTED** as a **DEED** by  
**ZUO MANLUN (左滿倫)**  
for and on behalf of  
**ZHAN HUA LIMITED**  
in the presence of:-

)  
)  
)  
)  
)  
)



Name: ZUO MANLUN (左滿倫)  
Title: Director

Name: Cathy Li 





**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**DAWNHILL GROUP LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



Name: LUO JIANFENG (羅建峰)

Title: Director

Name: Cathy Li



**SIGNED, SEALED AND DELIVERED**

**AS A DEED** by

**LUO JIANFENG (羅建峰)**

in the presence of:-

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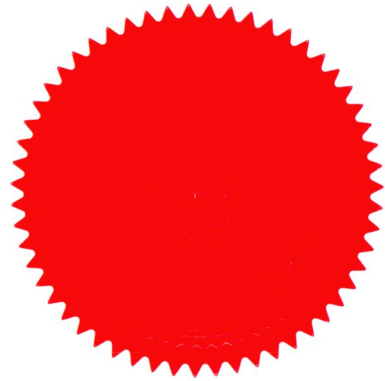
Name:

Jane Ding

**EXECUTED** as a **DEED** by  
**CHEUNG MAN YU** (張文字)  
for and on behalf of  
**LITTLEBEAR INVESTMENT LIMITED**  
in the presence of:-

)  
)  
)  
) *cheung man yu*  
) \_\_\_\_\_  
Name: CHEUNG MAN YU  
(張文字)  
Title: *Director*

\_\_\_\_\_  
Name: *梅榮景*  
*Rongjing Mei*



SIGNED, SEALED AND DELIVERED  
AS A DEED by  
CHEUNG MAN YU (張文字)  
in the presence of:-

)  
)  
) Cheung man yu 

  
Name: Rongjing Mei

EXECUTED as a DEED by  
TANG JIA JIA (唐佳佳)  
for and on behalf of  
QCJJ GROUP LIMITED  
in the presence of:-

)  
)  
)  
)  
)



*唐佳佳*

Name: TANG JIA JIA (唐佳佳)

Title: Director

*朱胜晏*

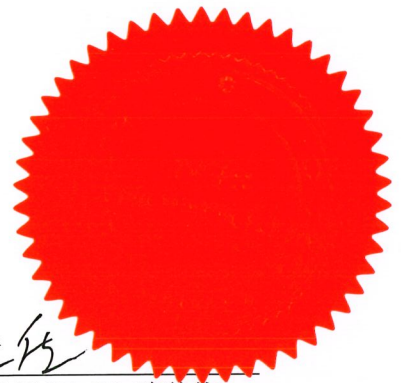
Name:

*Zhu Sheng Yan.*



**EXECUTED** as a **DEED** by  
**TANG JIA JIA (唐佳佳)**  
for and on behalf of  
**QCZC GROUP LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



唐佳佳  
Name: TANG JIA JIA (唐佳佳)  
Title: Director

朱胜晏

Name:

Zhu Sheng Yan

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
TANG JIA JIA (唐佳佳)  
in the presence of:-

)  
)  
)  
)

唐佳佳 

朱胜彦

Name:

Zhu Sheng Yan .

**EXECUTED** as a **DEED** by  
**QIAN YU CHENG (錢玉澄)**  
for and on behalf of  
**QCBM GROUP LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



*錢玉澄*

Name: QIAN YU CHENG  
(錢玉澄)

Title: *Director*

*楊濤*

Name:

*Yang Hao*

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
QIAN YU CHENG (錢玉澄)  
in the presence of:-

)  
)  
)  
)

錢玉澄



楊灝

Name: Yang Hao

**EXECUTED** as a **DEED**  
for and on behalf of  
**SKYLINE INVESTMENT INTERNATIONAL LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



Name: WONG Dik Man Alex for and behalf of  
Sovereign Directors (HK) Limited  
Title: Director



Name:

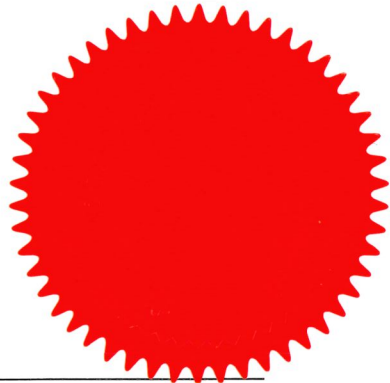
**TAM Lai Ching**



**THE COMPANY**

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDA GROUP HOLDINGS LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



A handwritten signature in black ink, appearing to be 'Liu Yong', located above the printed name.

\_\_\_\_\_  
Name: LIU YONG (劉勇)  
Title: Director

A handwritten signature in black ink, appearing to be 'Deng Nanyu', located in the middle of the page.

\_\_\_\_\_  
Name: Deng nanyu

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

**DATE: 14 MAY 2024**  
**日期: 2024年5月14日**

**EDA GROUP HOLDINGS LIMITED**

**AND 与**

**CPIC INVESTMENT MANAGEMENT (H.K.) COMPANY LIMITED**

**中國太保投資管理(香港)有限公司**

**AND 与**

**CMB INTERNATIONAL CAPITAL LIMITED 招銀國際融資有限公司**

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**THIS AGREEMENT** (this “**Agreement**”) is made on 14 May 2024.

本基石投资协议（本“协议”）于 2024 年 5 月 14 日订立。

**BETWEEN:**

- (1) **EDA Group Holdings Limited**, a limited liability exempted company incorporated in the Cayman Islands, whose registered office is at the offices of Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman KY1-1103, Cayman Islands (the “**Company**”);

**EDA Group Holdings Limited**, 一家在开曼群岛注册成立的有限公司，其注册办事处位于 Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (“**本公司**”或“**公司**”)；

- (2) **CPIC INVESTMENT MANAGEMENT (H.K.) COMPANY LIMITED** 中國太保投資管理(香港)有限公司, a company with limited liability incorporated in Hong Kong whose registered office is at 7601B-02A, 76/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the “**Investor**”);

**CPIC INVESTMENT MANAGEMENT (H.K.) COMPANY LIMITED** 中國太保投資管理(香港)有限公司，一家根据香港法律注册成立的有限公司，注册地址为香港九龙柯士甸道西 1 号环球贸易广场 76 楼 7601B-02A (“**投资者**”)；

- (3) **CMB International Capital Limited** of 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMB International**”, the “**Sole Sponsor**”, the “**Sole Overall Coordinator**” or the “**Sole Global Coordinator**”).

招銀國際融資有限公司，地址为香港中环花园道 3 号冠君大厦 45 楼 (“**招银国际**”、“**独家保荐人**”、“**独家整体协调人**”或“**独家全球协调人**”)。

**WHEREAS:**

鉴于:

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

本公司已申请其股本以全球发售 (“**全球发售**”) 之方式于联交所 (定义见下文) 上市, 包括:

- i. a public offering by the Company for subscription of 9,763,000 Shares (as defined herein below) by the public in Hong Kong (the “**Hong Kong Public Offer**”), and

公司初步公开发售 9,763,000 股股份 (定义见下文) 以供香港公众认购 (可予重新分配) (“**香港公开发售**”), 及

- ii. a conditional placing of 87,862,000 Shares offered by the Company outside the United States to investors (including placing to professional and institutional investors in

Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the “**International Placing**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者配售）有条件配售公司初步发售的 87,862,000 股股份（可予重新分配及视乎超额配股权行使与否而定）（“**国际配售**”）。

- (B) CMB International is acting as Sole Sponsor and Sole Overall Coordinator to the Global Offering, and CMB International is acting as Sole Global Coordinator and one of the capital market intermediaries of the Global Offering.

招银国际为全球发售的独家保荐人、独家整体协调人、独家全球协调人及资本市场中介人之一。

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

在国际配售中，投资者有意在本协议所载条款及条件的规限下并据此认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

协议如下：

1. **DEFINITIONS AND INTERPRETATIONS** 释义及诠释

- 1.1. In this Agreement, including its schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

除文义另有所指外，于本协议（包括其附表及背景部分）中，下列各词汇及表述具有以下涵义：

“**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;

“**联属人士**”指就特定个人或实体而言，除文义另有所指外，透过一个或多个中介机构直接或间接控制特定个人或实体或受特定个人或实体控制或共同控制的任何个人或实体。就本释义而言，“控制”一词（包括“控制”、“受控制”及“受共同控制”等词汇）指不论透过拥有投票权证券、合约或其他方式直接或间接拥有可支配或促使支配一名人士的管理及政策的权力；

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

“**AFRC**”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的金额；

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

“**批准**”具有第 6.2(f)条赋予该词之涵义；

“**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之涵义，而“**联系人/紧密联系人**”应按此诠释；

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

“**经纪佣金**”指如上市规则费用规则第 7(1)段之规定，按总投资金额 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**”指香港持牌银行一般向香港公众开放办理一般银行业务以及联交所开放证券交易业务的任何日子（不包括星期六、星期日及香港公众假期）；

“**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成立及运作的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;

“**完成**”指根据本协议条款及条件完成认购投资者股份；

“**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**”指香港法例第 622 章《公司条例》，包括其不时的修订、补充或以其他方式的变更；

“**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**”指香港法例第 32 章《公司（清盘及杂项条文）条例》，包括其不时的修订、补充或以其他方式的变更；

“**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之涵义，而“**关连人士/核心关连人士**”应按此诠释；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“**关联关系**”具有中国证监会备案规则赋予该词之涵义并应按中国证监会备案规则诠释；

“**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**”指香港法例第 623 章合约（第三者权利）条例，包括其不时的修订、补充或以其他方式的变更；

“**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**”除文义另有所指，具有上市规则赋予该词之涵义，而“**控股股东**”应按此诠释；

“**CSRC**” means the China Securities Regulatory Commission;

“**中国证监会**”指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“**中国证监会备案规则**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》和配套指引，及其不时的修订、补充或修改的；

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

“**处置**”包括，就任何相关股份而言，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), either directly or indirectly, conditionally or unconditionally, 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

不论直接或间接、有条件或无条件发售、质押、押记、销售、按揭、出借、设立、转让、出让或以其他方式处置任何法律或实益权益（包括通过设立或任何协议以设立或出售或授予或同意出售或授予任何购股权或合约以购买、认购、出借或以其他方式转让或处置，或任何认股权证或权利以购买、认购、出借或以其他方式转让或处置的权利，或购买或同意购买任何购股权、合约、认股权证或出售的权利），或就相关股份或任何可转换或可行使或可交换为该等相关股份的其他证券的任何法律或实益权益设立任何性质的第三者权利，或代表有权收取有关相关股份或当中任何权益或订约如此行事的第三者权利；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or 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相关股份之任何实益拥有权或当中任何权益或有关相关股份或有关其他证券之任何经济影响或事件或当中任何权益；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)或(ii)项所述任何上述交易具有相同经济效果之任何交易；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;

同意或订约或公开宣布或披露有意订立上文第(i)、(ii)及(iii)项所述任何上述交易，在各情况下，不论上文第(i)、(ii)及(iii)项所述任何上述交易是否以相关股份或相关其他可转换为或可行使或可交换为相关股份的其他证券以现金或其他方式结算；而“处置”应按此诠释；

“FINI” shall have the meaning ascribed to such term to in the Listing Rules;

“FINI” 具有上市规则赋予该词之涵义；

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

“全球发售”具有引言(A)赋予该词之涵义；

“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 (including, without limitation, the Stock Exchange, the SFC and the CSRC);

“政府机构”指任何政府、监管或行政委员会、理事会、组织、机构或部门，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、法庭或仲裁庭，不论是国家、中央、联邦、省级、州级、地区、市级、地方、国内、国外还是超国家级别（包括但不限于联交所、证监会及中国证监会）；

“**Group**” means the Company, its subsidiaries and its consolidated affiliated entity at the relevant time and, where the context requires, in respect of the period prior to the Company becoming the holding company of its subsidiaries and its consolidated affiliated entity, such subsidiaries and consolidated affiliated entities of the Company at the relevant time;

“本集团”指公司、其在相关时间的附属公司以及其在相关时间的合并联属实体，并且在上下文需要的情况下，就公司成为其附属公司以及其合并联属实体的控股公司之前的期间而言，公司在相关时间的附属公司以及附属公司以及其合并联属实体；

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

“港元”指香港法定货币；

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

“香港公开发售”具有引言(A)赋予该词之涵义；

“**Hong Kong Underwriter(s)**” means the underwriter(s) for the Hong Kong Public Offer;

“香港包销商”指香港公开发售的包销商；

“**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 条赋予该词之涵义，而按文义所指，“获弥偿方”指当中任何一方；

“**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 Placing;

“国际发售通函”指本公司根据国际发售有可能会向潜在投资者（包括投资者）发出的发售通告终稿；

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

“国际配售”具有引言(A)赋予该词之涵义；

“**International Underwriter(s)**” means the underwriter(s) for the International Placing who are expected to underwrite the International Placing;

“国际包销商”指预计将包销国际配售的国际包销商；

“**Investor-related Information**” has the meaning given to it in clause 6.2(h);

“投资者相关信息”具有第6.2(h)条赋予该词之涵义；

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Placing in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sole Overall Coordinator;

“投资者股份”指由投资者在国际配售中根据本协议条款及条件认购并根据附表 1 计算并由公司及独家整体协调人厘定的股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“法律”指所有相关司法权区内任何政府机构（包括但不限于联交所、证监会及中国证监会）的所有法律、法令、立法、措施、条例、规则、法规、指引、指示、决定、意见、通告、通函、指令、规定、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), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**征费**”指在各情况下，总投资金额中 0.0027%证监会交易征费（或于上市日期现行的交易征费）、0.00565%联交所交易费（或于上市日期现行的交易费）及 0.00015%AFRC 交易征费（或于上市日期现行的交易征费）的总和；

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

“上市日期”指股份在联交所主板首次上市的日期；

“**Listing Guide**” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“上市指南”指联交所发布的、不时修订、补充或以其他方式修改的《新上市申请人指南》；

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

“上市规则”指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决定、指引以及其他规定，包括其不时的修订、补充或以其他方式的变更；

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

“禁售期”具有第 5.1 条赋予该词之涵义；

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

“发售价”指根据全球发售将予发售或出售的股份的每股最终港元价格（不包括经纪佣金及费用）；

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

“超额配股权”具有国际发售通函赋予该词之涵义；

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

“订约方”指本协议列明的订约方；而“订约方”按文义所指，为当中任何一方；

“**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，惟仅就本协议而言，不包括香港、中国澳门特别行政区及台湾；

“**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 Placing, as amended or supplemented from time to time;

“初步发售通函”指预期将由公司就国际配售向有意投资者（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 部分赋予该词的涵义；

“**Prospectus**” means the Preliminary Offering Circular and the International Offering Circular for the International Placing, and the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offer;

“招股章程”指公司就国际配售发布的初步发售通函及国际发售通函，及香港公开发售将在香港发布的最终招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Placing, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offer 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”指为国际配售而发布的初步发售通函及国际发售通函、本公司为香港公开发售之目的将于香港发出的招股章程以及本公司可能刊发的与全球发售有关的其他文件及公告（经不时修订或补充）；



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

“监管部门”具有第 6.2(h) 条赋予该词之涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor 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”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资产重组由投资者股份衍生的公司任何股份或其他证券，或当中任何权益（不论相关交易以现金或其他方式结算）；

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

“证券法”指经不时修订的 1933 年美国证券法；

“**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 otherwise modified from time to time;

“证券及期货条例”指香港法例第 571 章《证券及期货条例》，包括其不时的修订、补充或以其他方式的变更；

“**Shares**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.01 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“股份”指公司股本中每股面值 0.01 美元的普通股，将以港元认购及买卖，并拟在联交所上市；

“**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”具有公司条例赋予该词之涵义；

“**Underwriter(s)**” means the Hong Kong Underwriter(s) and the International Underwriter(s);

“包销商”指香港包销商及国际包销商；

“**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、属地以及美国的任何州和哥伦比亚特区；

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

“美元”指美国法定货币；及

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act.

“美国人士”具有证券法 S 规例所赋予的涵义。

1.2. In this Agreement, unless the context otherwise requires:

于本协议内，除非文意另有规定：

- (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;

对“**条文**”、“**分条文**”或“**附表**”的提述指本协议的条文、分条文或附表；

- (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、条文及附表标题仅出于便利目的插入，并不影响本协议的解释或诠释；

- (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 recitals and schedules;

背景部分及附表构成本协议的组成部分，应具有同等效力及作用，犹如本协议正文所订明者，而任何对本协议的提述应包括背景部分及附表；

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

单数词汇具有复数词涵义（反之亦然），而某一种性别词汇应包括另一性别；

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

对本协议或其他文据的提述包括其任何更改或取代；

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

对法令、法定条文、规定或规则的提述包括对以下内容的提述：

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

不时综合、修订、补充、修改、重新制定或由任何法令、法定条文、规定或规则取代的法令或条文；

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

获重新制定（不论有否修改）的任何被废除法令、法定条文、规定或规则；  
及

- (iii) to any subordinate legislation made under it;

据此制定的任何附属法例；

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

除另有指明外，对时间及日期的提述分别指香港时间及日期；

- (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);

对“人士”的提述包括对个人、商号、公司、法人团体、非公司组织或机构、政府、州或州机构、合营企业、联属公司或合伙公司（不论是否有独立法人特质）的提述；

- (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

对“包括”的提述应诠释为包括但不限于；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.

就香港以外任何司法权区的任何行动、济助、司法方式或程序、法律文件、法律地位、法院、官方或任何法律概念或事件的法律词汇的提述被视为包括该司法权区最类近香港的法律词汇。

## 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(f) can only be waived by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:

待下文第3条所述条件获达成（或获订约方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载条件不可豁免及第3.1(f)条项下的条件仅可由公司、独家整体协调人、独家全球协调人及独家保荐人豁免）及在本协议的其他条款及条件规限下：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Sole Overall Coordinator 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 Placing and through the Sole Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Placing; and

根据国际配售及作为国际配售的一部分，投资者将透过独家整体协调人及/或其附属人士以国际配售有关部分的国际包销商代表的身份按发售价认购投资者股份，公司将向投资者发行、配发及配售投资者股份，而独家整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份予投资者；及

- (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、经纪佣金及征费。

- 2.2. The parties agree and acknowledge that the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters) will receive such fees and commissions under the underwriting agreement for the International Placing in respect of the placing of the Investor Shares.

各方同意及承认，独家整体协调人及独家全球协调人将（代表其自身及包销商）就国际配售收取国际包销协议项下与配售投资者股份有关的费用及佣金。

- 2.3. The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor not later than three 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 under the Securities Act, provided that:

投资者可选择在上市日期之前不迟于三个营业日向本公司、独家整体协调人、独家全球协调人及独家保荐人发出书面通知，通过身为“专业投资者”的全资附属公司且该公司为(i)非美国人士、(ii)位于美国境外及(iii)会根据证券法 S 规例以离岸交易方式购买投资者股份，认购投资者股份，前提是：

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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

投资者应促使相关全资附属公司在该日向本公司、独家整体协调人、独家全球协调人及独家保荐人提供针对本公司、独家整体协调人、独家全球协调人、独家保荐人而发出的书面确认，确认其同意受到投资者在本协议内作出的相同的协议、陈述、保证、

承诺、承认及确认的约束（以上各项应被视为投资者代表其自身及代表相关全资附属公司而作出）；

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

投资者应(i)无条件及不可撤回地向本公司、独家整体协调人、独家全球协调人、独家保荐人保证该等全资附属公司将妥为准时履行及遵守所有其于本协议下的协定、责任、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条向各获弥偿方作出全面有效之弥偿及继续按要求作出弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor 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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor 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.

投资者于第 2.3 条下的责任构成按要求向本公司、独家整体协调人、独家全球协调人或独家保荐人支付该等全资附属公司根据本协议须支付的任何款项及按要求及时履行该等全资附属公司于本协议下的任何责任的直接、主要及无条件责任，而本公司、独家整体协调人、独家全球协调人或独家保荐人毋须事先对该等全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中应诠释为包括该等全资附属公司。

- 2.4. The Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) 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 and the Sole Overall Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

本公司与独家整体协调人（代表其本身及包销商）将按彼等可能协议的方式厘定发售价。投资者股份的准确数目最终将由本公司与独家整体协调人根据附表 1 厘定，且有关决定将为最终决定及对投资者具约束力，惟明显错误除外。

### 3. CLOSING CONDITIONS 交割条件

- 3.1. The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sole Overall Coordinator 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 (f) can only be waived by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor) at or prior to the Closing:

根据第 2.1 条，投资者根据本协议认购投资者股份的责任、本公司发行、配发及配售投资者股份的责任及独家整体协调人分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份的责任仅于以下各项条件完成或之前获达成或订约方豁免（惟 3.1(a)、3.1(b)、3.1(c) 及 3.1(d)条所载的条件不可豁免及第 (f) 条项下的条件仅可由本公司、独家整体人、独家全球协调人及独家保荐人豁免）后，方可作实：

- (a) the underwriting agreements for the Hong Kong Public Offer and the International Placing (the “**Underwriting Agreements**”) 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 the Underwriting Agreements, and none of the Underwriting Agreements having been terminated;

香港公开发售及国际配售包销协议（“包销协议”）须不迟于该等包销协议所订明的时间及日期订立及生效及成为无条件（根据各自之原订条款或其后豁免或获相关订约方协议修订），且上述包销协议并未终止；

- (b) the Offer Price having been agreed upon between the Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters);

发售价已由公司与独家整体协调人（代表包销商）协订；

- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the 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 Shares on the Stock Exchange;

联交所上市委员会已批准股份（包括投资者股份）上市及买卖并授出其他适用豁免及批准，且有关批准、许可或豁免于股份在联交所开始买卖前并无被撤回；

- (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;

任何政府机构概无制定或颁布法律而禁止完成全球发售中或根据本协议拟进行的交易，亦无主管司法权区的法院或政府机关发出命令或禁令阻止或禁止完成有关交易；

- (e) the Investor having obtained its shareholders' approval of this Agreement and the transactions contemplated hereunder; and

投资者已获得与本协议及本协议项下拟进行之交易有关的股东批准；及

- (f) the respective representations, warranties, acknowledgments, undertakings and confirmations of the Investor under this Agreement are accurate and true in all

respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

投资者在本协议项下的陈述、保证、承诺及确认在所有方面准确、真实且不具有误导性，且投资者没有违反本协议。

- 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(f) can only be waived by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor) 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Sole Overall Coordinator 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 this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor 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 under this Agreement during the period until the aforementioned date under this clause.

倘第 3.1 条所载的任何条件于本协议日期后一百八十 (180) 日当日或之前 (或本公司、投资者、独家整体协调人、独家全球协调人及独家保荐人可能书面协议的其他时间及/或日期) 并未达成或获订约方豁免 (惟第 3.1(a)、3.1(b)、3.1(c) 及 3.1(d) 条所载的条件不可豁免及第 3.1(f) 条项下的条件仅可由本公司、独家整体协调人、独家全球协调人及独家保荐人豁免), 则投资者购买投资者股份的责任以及公司及独家整体协调人、独家全球协调人发行、配发、配售、分配及/或交付 (视情况而定) 或促使发行、配发、配售、分配及/或交付 (视情况而定) 投资者股份的责任将告停止, 而投资者根据本协议向任何其他订约方支付的任何款项将由有关其他订约方在切实可行的范围内并在商业上可行的情况下尽快不计利息偿还予投资者, 且本协议将告终止及不具效力, 而本公司、独家整体协调人、独家全球协调人及/或独家保荐人的所有责任及义务将告停止及终止, 惟根据第 3.2 条终止本协议概不会损害协议任何订约方于该终止时或之前就其条款对其他订约方已存在之权利或责任。为免生疑, 本条款任何内容不应被诠释为授予投资者任何权利就违反投资者于本条项下上述日期止期间根据本协议作出的相关声明、保证及承诺、承认及确认作出补救。

- 3.3. The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor or their respective affiliates on the basis that the

Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认，本公司、独家整体协调人、独家全球协调人或独家保荐人概不保证全球发售将会完成或不会推迟或终止，倘全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内，本公司、独家整体协调人、独家全球协调人或独家保荐人不会对投资者承担任何责任。投资者谨此放弃以全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或如发售价不在公开文件中列明的指示性范围内为由向公司、独家整体协调人、独家全球协调人及/或独家保荐人或彼等各自的联属人士提出任何申索或采取行动的任何权利（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 Placing and through the Sole Overall Coordinator (and/or its affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Placing. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Placing, at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

在第 3 条及本第 4 条的规限下，根据国际配售及作为国际配售的一部分，投资者将透过独家整体协调人（及/或其联属人士）以国际配售有关部分的国际包销商代表的身份按发售价认购投资者股份。因此，投资者股份认购将于国际配售完成时进行或于公司与独家整体协调人决定的相关时间及按相关方式进行。

- 4.2. The Investor shall 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 Sole Overall Coordinator and the Sole Global Coordinator) 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 Sole Overall Coordinator and the Sole Global Coordinator 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 under this Agreement.

投资者应于上市日期当日上午八点正（香港时间）或之前通过以港元实时可用资金，将总投资金额连同相关经纪佣金及征费（该等资金不作任何扣减或抵销）悉数电汇至独家整体协调人、独家全球协调人于上市日期前不迟于足一（1）个营业日可能书面知会投资者的有关港元银行账户，有关通知应包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。

- 4.3. 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, 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 to the Sole Overall Coordinator in writing no later than three (3) business days prior to the Listing Date.



待根据第 4.2 条就投资者股份妥为付款及收款后，透过中央结算系统向投资者交付投资者股份（视情况而定）应透过中央结算系统将投资者股份直接存入中央结算系统，以寄存入有关中央结算系统投资者户口持有人股份户口或投资者最迟于上市日期前三（3）个营业日书面知会独家整体协调人的中央结算系统股票账户。

- 4.4. Without prejudice to clause 4.2, delivery of, and payment for, the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

在不损害第 4.2 条的情况下，交付投资者股份亦可能以本公司、独家整体协调人、独家全球协调人、独家保荐人及投资者可能书面协议的任何其他方式进行，惟交付投资者股份须不迟于超额配股权可予行使的最后一日后三（3）个营业日。

- 4.5. 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

倘并未于本协议列明的时间及以本协议列明的方式收到或结清总投资金额及相关经纪佣金及征费（不论全部或部分）款项，本公司、独家整体协调人、独家全球协调人及独家保荐人保留权利各自全权酌情终止本协议，于该情况下，本公司、独家整体协调人、独家全球协调人及独家保荐人的所有责任及义务将告停止及终止（但不影响本公司、独家整体协调人、独家全球协调人、独家保荐人因投资者未能遵守其于本协议下的责任而可能对其提出的任何申索）。根据第 6.5 条，投资者于任何情况下须就各获弥偿方可能蒙受或因认购投资者股份而产生或与认购投资者股份有关之任何损失及损害（包括但不限于投资者未能悉数支付总投资金额及经纪佣金及征费）向其作出弥偿、使其免受损害及应要求按除税后基准悉数弥偿。

- 4.6. The Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor respectively shall not be liable 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 control of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of

hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

本公司、独家整体协调人、独家全球协调人及独家保荐人在履行本协议项下的义务中各自将不对任何不可履行或迟延履行承担责任，且本公司、独家整体协调人、独家全球协调人及独家保荐人各自有权终止本协议，若在各自情况下该不可履行或迟延履行行为由于公司独家整体协调人、独家全球协调人及独家保荐人（如适用）可控制之外的原因造成，包括但不限于，天灾、水灾、疾病、流行病或大流行的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症，H1N1 流感、H5N1、MERS、埃博拉病毒和 COVID-19 或其各自的相关/变异形式或变种（除非在本协议日期存在且没有任何进一步的实质性恶化））、国家性或国际性或地区性紧急情况的宣布、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公众混乱、政治动荡或敌对行动的威胁和升级、战争（已宣告或未宣告）、恐怖袭击、火灾、骚乱、叛乱、国内动荡、罢工、封锁、其他行业运动、电力或其他供应停止、空难、技术障碍、事件性或机械性或电力方面的崩溃、计算机系统障碍或任何金钱转账系统障碍、禁运、劳动纠纷和现存或将来的法律、法例、法规的变更，以及任何现存的或将来的政府活动等。

## 5. RESTRICTIONS ON THE INVESTOR 投资者限制

- 5.1. Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after 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, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (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; (iv) agree or contract to, or publicly announce any 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.

受制于第 5.2 条，投资者同意并向本公司、独家整体协调人、独家全球协调人及独家保荐人契诺及承诺，在未经本公司、独家整体协调人、独家全球协调人及独家保荐人各自事先书面同意的情况下，投资者将不得，且需促使其根据第 5.2 条受让任何投资者股份的全资附属公司不得，（不论直接或间接）于上市日期起及包括当日的六（6）个月期间（“**禁售期**”）任何时间(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体的任何权益（包括可转换为或可交换为或可行使或代表接收上述任何证券的权力的任何证券）；(ii) 容许自己在最终实益拥有人的层面上，进行控制权的改变（按证监会颁布的《公司收购、合并

及股份回购守则》所界定)；(iii) 直接或间接订立任何与上述任何交易具相同经济影响的交易；及(iv) 同意或订立合约，或宣布有意与第三方订立任何上述(i)、(ii)和(iii)中所述的交易，在每种情况下不论任何上述(i)、(ii)和(iii)中所述的交易是否将通过交付相关股份或可转换为或可行使或可交换为相关股份的其他证券或以现金或其他方式结算。

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 条所载内容并无阻止投资者向投资者的任何全资附属公司转让全部或部分相关股份，惟在所有情况下：

- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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;

于有关转让前，该全资附属公司按本公司独家整体协调人、独家全球协调人及独家保荐人满意的条款及以彼等为受益人作出书面承诺，同意且投资者承诺促使该全资附属公司遵守投资者于本协议项下的责任（包括但不限于本第 5 条对投资者施加的限制），犹如该全资附属公司本身须遵守该等责任及限制；

- (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司将被视为已作出与第 6 条所规定者相同的承认、确认、陈述、承诺及保证；

- (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;

投资者及投资者的该全资附属公司将被视作彼等所持全部相关股份的投资者且应共同及个别承担本协议施加的全部责任及义务；

- (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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 acknowledgements, confirmations, undertakings, 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

倘于禁售期届满前任何时间，该全资附属公司不再或将不再为投资者的全资附属公司，其应（及投资者应促使该附属公司应）实时（且在任何情况下须于不再为投资者的全资附属公司前）将其持有的相关股份悉数及有效转让予投资者或投资者的另一全资附属公司，该附属公司（及投资者应促使该附属公司须）须按本公司、独家整体协调人、独家全球协调人及独家保荐人满意的条款及以彼等为受益人作出或由投资者促使作出书面承诺，同意遵守投资者于本协议项下的责任（包括第 5 条对投资者施加的限制）及作出相同的承认、声明、承诺及保证，犹如该全资附属公司本身须遵守该等责任及限制且应共同及个别承担本协议施加的全部责任及义务；及

- (e) such wholly-owned subsidiary is (A) not a U.S. Person; (B) located outside the United States and (C) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司(A)并非美籍人士；(B)位于美国境外；及(C)根据 S 规例于离岸交易购入相关股份。

- 5.3. The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor, 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.

投资者同意并承诺，除获得本公司、独家整体协调人、独家全球协调人及独家保荐人事先书面同意外，投资者及其紧密联系人合计持有（直接和间接）的已发行股本须少于本公司全部已发行股本的 10%（或上市规则不时就“主要股东”的定义规定的其他百分比）。

- 5.4. The Investor agrees that the Investor’s holding of the Company’s share capital is on a discretionary investment basis, and to, upon reasonable request by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor showing that the Investor’s holding of the Company’s share capital is on a discretionary 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 Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offer.

投资者同意，投资者于本公司股本中的持股量按全权委托投资基准厘定及于公司、独家整体协调人、独家全球协调人及/或独家保荐人合理要求时向本公司、独家整体协调人、独家全球协调人及独家保荐人提供合理证明显示投资者于本公司股本中的持股量乃按全权委托投资基准厘定。投资者不会，且促使其控股股东、联系人及其各自的实益拥有人不会，申请或通过累计投标程序获取全球发售的股份（投资者股份除外）或于香港公开发售中申请股份。

- 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 Chapter 4.15 of the Listing Guide and written

guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or other underwriting syndicate members in the Global Offering, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, officers, employees or agents has or will enter into such arrangements or agreements.

投资者及其附属人士、联系人、董事、高级职员、雇员或代理或最终实益拥有人并无与本公司、本公司控股股东、本公司的任何股东、本集团任何其他成员公司或其各自的附属人士、董事、高级职员、雇员或代理订立任何与上市规则不符或违反上市规则（包括上市指南第4.15章香港监管部门刊发的书面指引）的安排或协议（包括任何附函）。投资者进一步确认并承诺，他们或他们的关联公司、董事、高级职员、雇员或代理人或最终实益拥有人均没有或将要签订此类安排或协议。

## 6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES** 承认、声明、承诺及保证

### 6.1. The Investor acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that:

投资者向公司独家整体协调人、独家全球协调人及独家保荐人承诺、承认、同意及确认：

- (a) each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor 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、独家整体协调人、独家全球协调人及独家保荐人及彼等各自的附属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表各自并无作出全球发售将会进行或完成（于任何特定期间内）或发售价将处于公开文件所载的指示性范围内的声明及就此保证或承诺或担保，倘全球发售延迟、因任何原因并未进行或未能完成或倘发售价并非介于公开文件所载的指示性范围内，其将不会对投资者承担任何责任；

- (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 on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议及投资者的背景资料、本协议项下订约方的关系及拟进行的安排将须于公开文件以及全球发售的其他推广及路演材料中披露且公开文件及有关其他推广及路演材料

及公布中将须提及投资者，尤其是，本协议将属有关全球发售或其他方面并根据公司（清盘及杂项条文）条例及上市规则向香港监管机构备案及可供公众查阅的重要合约；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Sole Overall Coordinator;

根据上市规则或 FINI 须向联交所提交有关投资者的资料将与公司、联交所、证监会及其他必要监管机构分享，并将纳入至将在 FINI 上向独家整体协调人披露的合并承配人名单；

- (d) 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;

发售价根据全球发售的条款及条件全权单独决定且投资者无权对此提出任何反对；

- (e) the Investor Shares will be subscribed for by the Investor through the Sole Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Placing;

投资者将透过独家整体协调人及/或其联属人士以其国际配售国际包销商代表的身份认购投资者股份；

- (f) 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;

投资者将按公司组织章程细则或其他章程文件及本协议的条款及条件并在其规限下接纳投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Placing and the Hong Kong Public Offer pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide 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到根据上市规则第 18 项应用指引、上市指南第 4.14 章或联交所可能批准并不时适用于公司的其他百分比在国际配售与香港公开发售之间重新分配股份的影响；

- (h) the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders;

独家整体协调人、独家全球协调人、独家保荐人及公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份）；

- (i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Placing, the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters and/or the Sole Sponsor 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 Placing;

于本协议订立时或前后或于其后任何时间但于国际配售完成前，公司、独家整体协调人、独家全球协调人、包销商及/或独家保荐人已就类似投资与一名或多名其他投资者订立或可能及/或拟订立协议作为国际配售的一部分；

- (j) neither the Company, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;

公司、独家保荐人、独家整体协调人、独家全球协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

- (k) 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 or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份并无且将不会根据证券法或美国任何州或其他司法权区证券法登记，亦不得在美国境内或向任何美籍人士或为任何美籍人士本身或为其利益而直接或间接提呈发售、转售、质押或以其他方式转让，惟根据证券法或任何其他司法权区（惟有关司法权区的适用法例准许者除外）的登记规定获得有效登记声明或豁免或通过不受此规限的交易进行者除外；

- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) 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;

其了解及同意转让投资者股份仅可根据 S 规例于美国境外的“离岸交易”（定义见证券法 S 规例）中进行，于各情况下，根据美国任何州及任何其他司法权区的任何适用证券法，代表投资者股份的任何股票应具有实际影响；

- (m) it understands that none of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or any of the international underwriters of the International Placing has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其了解公司、独家整体协调人、独家全球协调人、独家保荐人或国际配售的任何国际包销商并无就证券法或任何其他豁免对其后重新提呈发售、转售、质押或转让投资者股份的可行性作出任何声明；

- (n) 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;

除第 5.2 条所规定者外，倘任何投资者股份由投资者的附属公司持有，投资者应促使该附属公司继续作为该投资者的全资附属公司及继续遵循及遵守协议项下的条款及条件，以便该附属公司于禁售期届满前继续持有任何投资者股份；

- (o) 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, 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(o)) 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(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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;

其已接获（及可能于日后接获）可能构成与投资者投资（及持有）投资者股份有关的重大、非公开消息及/或内幕消息（定义见证券及期货条例）的信息且其：(i)按严格须知基准不会向其附属公司、附属公司、董事、高级职员、雇员、顾问及代表（“**获授权接收人**”）以外的任何人士披露有关信息，该等信息仅可用作评估其于投资者股份的投资或法律规定的其他方面，直至该等信息在投资者或其任何的获授权接收人没有过错的情况下成为公开信息；(ii)将确保其获授权接收人（根据第 6.1(o)条获披露该等信息的人士）按严格须知基准不会向其他获授权接收人以外的任何人士披露该等信息；及(iii)不会及将确保其获授权接收人（根据第 6.1(o)条获披露该等信息的人士）不会以可能导致任何违反与该交易有关的美国、香港、中国、开曼群岛或任何其他适用司法权区的证券法（包括任何内幕交易条文）的方式直接或间接购买、出售或买卖或选择性地买卖公司或其附属公司或联营公司的股份或其他证券或衍生工具；



- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular 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:

按保密基准提供予投资者及/或其相应代表的本协议、草拟招股章程及草拟初步发售通函所载的信息以及投资者及/或其相应代表按保密基准可能获提供的任何其他材料不得复制、向任何其他人士披露、传阅或传播；且所提供的该等信息及材料可予变动、更新、修订及填妥且投资者于厘定是否投资投资者股份时不应依赖该等资料及材料。为免生疑：

- (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;

草拟招股章程或草拟初步发售通函或任何其他可能已经提供或供应给投资者及/或其代表的材料均不构成于任何司法权区邀请或要约或招揽收购、购买或认购任何证券，若在该等司法权区该等要约、招揽或出售是不被允许的，并且草拟招股章程或草拟初步发售通函或任何其他可能提供给投资者及/或其代表的材料（无论书面还是口头）均不应构成任何合同或承诺的基础；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any 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

概无任何股份或其他证券的要约或邀请以认购、收购或购买任何股份或其他证券得以根据草拟初步发售通函或草拟招股章程或可能提供给投资者及/或其代表的任何其他材料（无论书面或口头）提出或接收；及

- (iii) the draft Preliminary Offering Circular or 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);

草拟初步发售通函或草拟招股章程或任何其他可能已经提供（无论是书面还是口头）或供应给投资者的材料，均可在订立本协议后进行进一步修改，投资者在确定是否投资投资者股份时不应以此为依据，并且投资者在此同意此类修正案（如有）并放弃其与此类修正案相关的权利（如有）；

- (q) 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;

本协议并不共同或个别构成于美国或要约属非法的任何其他司法权出售证券的要约；

- (r) neither the Investor, nor, to the best knowledge of the Investor, 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 Regulation S) with respect to the Shares;

投资者或其任何附属公司或代表其行事的任何人均未曾且将不会就股份进行任何定向销售努力（定义见证券法 S 规例）；

- (s) 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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor 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 Investor Shares required by or on behalf of the Investor;

其已获提供其认为属必要或权宜的所有信息，以评估收购投资者股份的裨益及风险并有机会就公司、投资者股份或其认为对评估收购投资者股份的裨益及风险属必要或权宜的其他相关事宜向本公司、独家整体协调人、独家全球协调人或独家保荐人提问及收到回复，且本公司已应投资者要求或代表投资者向投资者或其代理提供有关投资股份的所有文件及资料；

- (t) 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 Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor (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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Underwriters 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor 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 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;

于作出投资决定时，投资者已依赖及将仅依赖公司发布的国际发售通函提供的资料，而不应依赖本公司、独家整体协调人、独家全球协调人、独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前向投资者可能提供的任何其他数据，且本公司、独家整体协调人、独家全球协调人、独家保荐人、包销商及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概无就任何该等资料或国际发售通函并无载列的数据的准确性或完整性作出任何声明或作出任何保证或承诺，且本公司、独家整体协调人、独家全球协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士不会且将不会因彼等使用或依赖该等数据或材料或国际发售通函并无载列的任何其他数据而对投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士承担任何责任；

- (u) none of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the other Underwriters and their respective directors, 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 members of the Group 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, 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 members of the Group or as to any other matter relating thereto or in connection therewith;

独家整体协调人、独家全球协调人、独家保荐人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或本集团成员的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜作出任何保证、声明或提出推荐建议；及除最终国际发售通函所订明者外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或本集团成员的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜向投资者作出任何保证、声明或提出推荐建议；

- (v) 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;

投资者于处置（直接或间接）其为或将为实益拥有人（直接或间接）或根据招股章程所示为实益拥有人的任何相关股份时，将遵守本协议、上市规则及任何适用法律下不时适用的所有限制（如有）；

- (w) the Investor has conducted its own investigation with respect to the Company, the Group 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or the other Underwriters and none of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the other Underwriters or their respective associates, affiliates, directors, 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;

投资者已就公司、本集团、投资者股份及本协议规定的认购投资者股份的条款自行调查并就税务、监管、财务、会计、法律、货币及其他等与投资投资者股份有关的事宜及就投资者的合适性获得其认为必要或适宜或于其他方面使其信纳的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且并无倚赖及无权倚赖公司或与全球发售有关的从本公司或任何独家整体协调人、独家全球协调人、独家保荐人或包销商处获得或代表其提供（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查或调查或其他意见或告慰函，公司、独家整体协调人、独家全球协调人、独家保荐人、其他包销商或彼等各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概无就任何税务、法律、货币或认购投资者股份的其他经济或其他后果或与买卖投资者股份有关的其他经济或其他后果承担任何责任；

- (x) it understands that no public market now exists for the Investor Shares, and that the Company, the Sole Overall Coordinator, the Sole Global Coordinator, and the Sole Sponsor have made no assurances that a public market will ever exist for the Investor Shares;

其了解，投资者股份目前并不存在公开市场，及公司、独家整体协调人、独家全球协调人及独家保荐人概无作出任何投资者股份将一直存在公开市场的保证；

- (y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

倘全球发售因任何原因而延误、终止或并未完成，公司、独家整体协调人、独家全球协调人、独家保荐人或彼等各自的联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表不会对投资者或其附属公司产生责任；

- (z) the Company, the Sole Overall Coordinator and the Sole Sponsor will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global

Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offer and the International Placing, respectively;

本公司、独家整体协调人及独家保荐人将全权酌情决定变更或调整(i)根据全球发售将予发行的股份数目；及(ii)香港公开发售及国际配售的股份分配；

- (aa) 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 4.4;

投资者同意，总投资金额及相关经纪佣金及征费应于上市日期当日上午 8:00（香港时间）或根据第 4.4 条商定的其他日期支付；

- (bb) any trading in the 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

任何股份交易均须遵守适用法律，包括证券及期货条例、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对股份交易的限制；及

- (cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

除遵守本协议的限制以外的任何要约、出售、质押或其他转让，本公司将不会就相关股份予以确认。

6.2. The Investor further represents, warrants and undertakes to each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that:

投资者向公司、独家整体协调人、独家全球协调人及独家保荐人进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing 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;

其已根据注册成立所在地的法例正式注册成立、有效存续及有良好的信誉，且并无就其破产、清算或清盘提交呈请、作出指令或通过有效决议案；

- (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、租赁和经营其资产以及按现有方式开展业务的法律权利和权限；

- (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 and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations

from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

其具有充分的权力、权限和能力，并已采取所有措施（包括从任何政府和监管部门或第三方获得所有必要的同意，批准和授权）来签立和交付本协议，签订并执行本协议项下拟进行之交易并履行本协议下的义务，因此，除第 3.1 条规定的条件外，其履行本协议项下的义务无需任何政府和监管机构或第三方的同意、批准和授权；

- (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;

本协议已由投资者正式授权、签立及交付，并根据本协议的条款构成投资者须执行的合法、有效及具约束力的责任；

- (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;

其已采取且将于本协议期限内采取所有必要措施以履行本协议项下的责任及实行本协议及本协议项下拟进行之交易，并遵守所有相关法律；

- (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 are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

其已获得全部适用于投资者的任何相关法律订明的，且投资者就认购本协议项下的投资者股份而须取得的同意、批准、授权、许可及登记（“**批准**”）并完全有效、未被宣告无效、撤销、撤回或作废，且没有任何批准受制于任何尚未满足或履行的先决条件。投资人进一步同意并承诺，若任何该等批准不再完全有效或被宣告无效、撤销、撤回或作废，将立即以书面通知公司、独家整体协调人、独家全球协调人及独家保荐人；

- (g) the execution and delivery of this Agreement by the Investor and the performance by it of this Agreement and the subscription for or acquisition of (as the case may be) 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 or acquisition of (as the case may be) 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、履行本协议、认购或收购（视情况而定）投资者股份将不会触犯或导致投资者触犯(i)投资者的组织章程大纲及细则或其他组织或章程文件，或(ii)投资者就本协议项下之交易须遵守的任何司法权区的法例或就投资者认购或收购（视情况而定）投资者股份在其他方面分别适用于投资者的法例，或(iii)对投资者具法律约束力的任何协议或其他文件，或(iv)对投资者具管辖权的任何政府机构颁发的任何判决、命令或法令；

- (h) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已遵守且将遵守在与认购投资者股份有关的所有司法权区的全部适用法律，包括透过公司、独家整体协调人、独家全球协调人及 / 或独家保荐人直接或间接向联交所、证监会、中国证监会及 / 或其他政府、公共、财务或监管机关或机构或证券交易所（统称“**监管部门**”）提供、或引致或促使获提供所需信息，并协议及同意根据适用法律或监管部门不时要求于适用的规定的时间内披露有关本协议项下拟进行交易的所有资料（包括但不限于（i）投资者及其最终实益拥有人（如有）及 / 或负责作出认购投资者股份相关指示的人士的身份资料（包括但不限于其名称以及成立地）；（ii）本协议下拟进行的交易（包括但不限于投资者股份认购详情、投资者股份数量、投资总额以及本协议项下的禁售限制）；（iii）涉及投资者股份的任何交换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该交换安排或其他金融或投资产品的提供者的身份信息）；（iv）投资者或其实益拥有人和联络人与公司及其任何股东之间的任何关联关系（统称为，“**投资者相关信息**”））。投资者进一步授权公司、独家整体协调人、独家全球协调人、独家保荐人或彼等各自附属人士、董事、管理人员、员工、顾问和代表根据上市规则或适用法律的要求，或根

据任何相关监管部门的要求，向此等监管部门和/或任何公开文件或其他公告或文件中提供任何与投资者相关信息；

- (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;

投资者拥有金融及业务事宜方面的知识及经验，以使(i)其可评估投资者股份潜在投资的优点及风险；(ii)其可承担有关投资的经济风险，包括投资投资者股份蒙受全盘损失；(iii)其已就决定是否投资投资者股份取得其认为必要或适合的所有资料；及(iv)其在投资处于类似发展阶段的公司的证券的交易方面具有丰富经验；

- (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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;

其日常业务为购买或销售股份或债权证或其为一名专业投资者，且通过订立本协议，就其项下拟进行之交易而言，其并非独家整体协调人、独家全球协调人或独家保荐人的客户；

- (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;

其作为其本身账户的主事人及出于投资目的按自行投资基准认购投资者股份，而其无意分派其根据本协议认购的投资者股份，且投资者无权提名任何人士为公司之董事或高级职员；

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

如在美国境外认购投资者股份，则其是在证券法 S 规例所指的“离岸交易”中进行，且其不是美籍人士，且并非为美籍人士或其利益而认购投资者股份；

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

投资者于一项豁免或毋须遵守证券法项下登记规定的交易中认购投资者股份；

- (n) the Investor and its 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; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, senior management, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules;

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; 及(ii)并非公司的关连人士或相关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之关连人士, 不论投资者与可能订立 (或已订立) 本协议所述的任何其他协议的任何其他订约方之间的任何关系且紧随完成后将独立于控制公司的任何人士及并非彼等的一致行动人士 (定义见证监会颁布的《公司收购、合并及股份回购守则》); (iii) 有财务能力履行本协议项下的所有义务; (iv)并非由(a) 公司任何核心關連人士 (定義見上市規則) 或 (b) 公司、其任何董事、最高行政人員、高級管理人員、控股股東、主要股東或公司或其任何子公司的現有股東, 或上述人士的紧密联系人 (定義見上市規則)直接或间接拨资、资助或支持及并不惯常接受且未曾接受上述人士有关收购、出售、投票表决或以其他方式处置公司证券的指示; 及(v) 与公司或其任何股东无任何关联连系, 除非另有向公司、独家整体协调人、独家全球协调人及独家保荐人书面披露; 以及不属于上市规则附录 F1 第 5 段所述人士的任何一类;

- (o) the Investor will subscribe for the Investor Shares using funds under its discretionary management as asset manager and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

投资者将使用其作为全权委托账户投资管理人管理的资金认购投资者股份, 并且没有获得也不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务;

- (p) the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the Underwriters, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

各投资者、其实益拥有人及/或联系人均不是独家整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1 (股本证券配售指引) 所赋予的涵义;

- (q) 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 F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。“全权管理投资组合”一词具有上市规则附录六（股本证券的配售指引）赋予之涵义；

- (r) 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、其实益拥有人或彼等各自之联系人并非公司之董事（包括于之前 12 个月内任职的董事）、监事或现有股东或前述任何人士的联系人或代名人；

- (s) save as previously notified to the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

除先前以书面通知独家整体协调人、独家全球协调人及独家保荐人外，投资者或其实益拥有人均不属于 (a) 联交所 FINI 承配人名单范本所载或 FINI 介面或《上市规则》要求就承配人揭露的任何承配人类别（基石投资者除外）；或 (b) 依上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；

- (t) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

投资者与任何“分销商”（定义见 S 规例）并无就分配股份订立任何合约协议且将不会订立相关协议，惟与其附属人士订立者或取得公司事先书面同意的情况除外；

- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Guidance for New Listing Applicants published by the Stock Exchange;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及联交所刊发的《新上市申请人指南》的规定；

- (v) the aggregate holding (direct and indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

投资者及其紧密联系人（定义见上市规则）于公司全部已发行股份的合计持股量（直接及间接）不得导致公众人士（定义见上市规则）所持公司证券总额低于上市规则所要求或联交所另行批准的相关百分比；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any one of the Company, its subsidiaries or connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, or by any one of the Underwriters; 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、其实益拥有人及/或联系人概无在公司、附属公司或公司之任何关连人士、任何一名独家整体协调人、独家全球协调人、或独家保荐人或任何一名包销商的（直接或间接）资助下根据协议认购投资者股份；投资者及其各联系人（如有）各自独立于已参与或将参与全球发售的其他投资者及彼等任何联系人且与彼等概无关联；

- (x) except as provided for in this Agreement, 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;

除本协议所订明者外，投资者与任何政府机构或任何第三方概无就任何投资者股份订立任何安排、协议或承诺；及

- (y) the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

投资者、其实益拥有人及/或联系人尚未且不会进行任何交换涉及投资者股份的安排或其他金融或投资产品；

- (z) none of the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

除了根据本协议，概无投资者或其任何紧密联系人通过累计投标程序已申请认购或被配售或将申请认购或将被配售任何全球发售下的股份。

- (aa) The Investor confirms that it is duly authorized by its investors of “CPIC Investment Management (H.K.) Company Limited – Equity Opportunity Strategy” to enter into this agreement and the transactions contemplated hereunder.

投资者确认其已获取“CPIC Investment Management (H.K.) Company Limited – Equity Opportunity Strategy” 的投资者的授权以作为其投资经理签署本协议及进行本协议下拟进行之交易。

- 6.3. The Investor represents and warrants to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole

Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor and their respective affiliates 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 or on behalf of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor. 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 Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority, including the Stock Exchange, the SFC and the CSRC. 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、独家整体协调人、独家全球协调人及独家保荐人声明及保证，附表 2 所载有关其及其为成员公司的集团公司的描述以及向监管部门及/或公司、独家总体协调人、独家全球协调人、独家保荐人及其各自的联属人士的任何一方提供及/或应监管部门及/或要求提供的所有的投资者相关信息在所有方面均为真实、完整及准确且并无误导成分。在不影响第 6.1(b) 条条文的情况下，投资者不可撤回地同意于公司、独家保荐人、独家全球协调人及独家整体协调人全权认为属必要时在公开文件、营销及路演材料以及公司、独家整体协调人及/或独家保荐人可能就全球发售刊发之有关其他公告中提述及加载其名称及本协议的全部或部分描述（包括附表 2 所载描述）。投资者承诺尽快提供与其、其拥有权（包括最终实益拥有权）及/或公司、独家整体协调人、独家全球协调人及/或独家保荐人可能合理要求之事宜相关的其他方面有关的其他资料及/或证明文件，以确保其/彼等遵守适用法律及/或公司或证券登记及/或主管监管部门（包括联交所及证监会）的要求。投资者谨此同意，于审阅投资者不时获提供有关全球发售的公开文件草拟本及其他营销材料中加载有关其及其为成员公司的集团公司的描述并作出投资者可能合理要求的有关修订（如有）后，投资者将被视为保证，有关其及其为成员公司的集团公司的描述在所有方面均为真实、完整及准确且并无误导成分。

- 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Underwriters, 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

投资者知悉第 6.1 及 6.2 条中的声明及承认乃根据香港法例及美国证券法之规定作出。投资者承认，公司、独家整体协调人、独家全球协调人、独家保荐人、包销商及彼等各自之附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及承认之真实性、完整性及准确性，且倘本协议所载任何保证、承诺、声明及承认在任何方面不再准确及完整或存在误导成分，其同意及时向公司、独家整体协调人、独家全球协调人及独家保荐人发出书面通知。

- 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the other Underwriters, 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**”, each an “**Indemnified Party**”), 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，投资者将针对因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人及合伙人就认购投资者股份的行为、或者与投资者股份或本协议事宜相关的任何对本协议的违反或被指控违反，或本协议项下的任何行为或不作为，或被指控的行为或不作为导致的任何及一切损失、讼费、开支、申索、诉讼、责任、法律程序或损害（“**损害**”）（包括任何获弥偿方以任何方式对上述申索、诉讼或法律程序提出申辩而可能遭受或导致的任何及一切成本、收费、损失或开支）向公司、独家整体协调人、独家全球协调人、独家保荐人及全球发售的其他包销商，各自代表其并代表其各自的联属人士，以及在证券法所指范围内控制其的任何人士及彼等各自的高级职员、董事、雇员、员工、联属人士、代理及代表（统称“**获弥偿方**”）按要求作出全额且有效的税后基准的弥偿且使其免受损害。

- 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. The Investor also acknowledges that the Company, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator and the Underwriters will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的相关保证、承诺、声明、协议、确认及承认应诠释为独立的保证、承诺、声明、协议、确认及承认并视为于上市日期重申。投资者确认公司、独家保荐人及包销商将依赖当中所载的投资者的陈述和确认的真实性、完整性和准确性，而如当中的任何保证、承诺、陈述或确认在任何重大方面不再准确和

完整或具误导成份，则投资者同意，尽其合理努力，尽快以书面告知公司、独家保荐人、独家整体协调人及独家全球协调人。

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 Cayman Islands;

其已根据开曼群岛法例正式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;

其拥有全部权力、授权及能力并已采取规定的所有行动以订立本协议及履行本协议项下的责任;

- (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 4.3, 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 Shares then in issue and to be listed on the Stock Exchange;

于付款后及在第 5.1 条订明的禁售期规限下，投资者股份于根据第 4.3 条交付予投资者时将为缴足股份，并可自由转让，且不附带所有期权、留置权、押记、按揭、质押、申索，股权、产权负担及其他第三者权利，及并与当时已发行及将于联交所上市的股份享有平等地位;

- (d) none of the Company and its controlling shareholders (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 Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and

本公司及其主要股东（定义见上市规则）、本集团之任何成员公司及彼等各自之联属人士、董事、高级职员、雇员或代理概无与任何投资者或其之联属人士、董事、高级职员、雇员或代理订立不符合上市规则（包括上市指南第 4.15 章）之任何安排或协议（包括附函）；及

- (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.

除本协议规定者外，本公司及本集团之任何成员公司以及彼等各自之联属人士、董事、高级职员、雇员或代理概无与政府机关或任何第三方就任何投资者股份订立任何安排、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 Shares in the International Placing.

公司承认、确认及同意投资者将依赖国际发售通函所载资料且投资者将就国际发售通函拥有与于国际配售中购买股份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 4.5;

根据第 3.2 或 4.5 条终止;

- (b) solely by the Company, or by each of the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (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 Placing (notwithstanding any provision to the contrary to this Agreement); or

(i)于投资者(或根据第 5.2 条转让投资者股份的投资者的全资附属公司)于国际配售截止时或之前或(尽管可能有任何与本协议相反之条文)严重违反本协议(包括严重违反投资者根据本协议作出的声明、保证、承诺及确认)或(ii)投资者在本协议项下的任何相应确认、陈述、承诺、保证或确认在任何方面不准确或不真实的情况下,由公司单独,或由独家整体协调人独家全球协调人、及独家保荐人各自终止;或

- (c) with the written consent of all the Parties.

经所有订约方书面同意后终止。

- 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.

倘本协议根据第 7.1 条终止,订约方毋须继续履行彼等各自于本协议下的责任(惟下文所载第 8.1 条下的保密责任除外),而本协议订约方的权利及责任(除下文所载第 11 条下的权利外)应终止,订约方不得针对任何其他订约方提起任何申索,惟不影响任何订约方于终止时或之前就本协议条款对其他订约方享有之权利或承担之责任。

- 7.3. For the avoidance of doubt, indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

为免生疑问，投资者在此给予的弥偿保证将尽管本协议的终止继续有效。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密

- 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议及投资者订立的非披露协议另有规定者外，未经其他订约方书面同意，任何订约方不得披露有关本协议或本协议项下拟进行之交易或涉及本公司、独家整体协调人、独家全球协调人、独家保荐人及投资者的任何其他安排的任何信息或就此刊发任何公告。尽管有上述规定，本协议可：

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor 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 or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor in connection with the Global Offering;

向联交所、证监会、中国证监会及/或监管公司、独家整体协调人、独家全球协调人、及/或独家保荐人的其他监管机构披露，投资者的背景以及本公司与投资者的关系可能载于公司将予发布的公开文件，公司、独家整体协调人、独家全球协调人及/或独家保荐人就全球发售将予发布的营销、路演材料以及其他公告；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and

按应知方知基准披露予订约方的法律及财务顾问、核数师及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该订约方应(i)促使订约方的法律、财务及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理各自知悉及遵守本协议所载的所有保密责任；及(ii)对订约方的法律、财务及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何该保密责任负责；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, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement



as a material contract to the Hong Kong Companies Registry for registration and making it available on display 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.

由任何订约方按任何适用法律、对订约方拥有司法管辖权的任何政府机构（包括联交所、证监会及中国证监会）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向香港公司注册处提交以供登记，并使其可供展示）或任何政府机构的任何具约束力的判决、法令或规定可能规定的其他方式披露。

- 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.

投资者不得对本协议或其任何附属事项作出其他提述或披露，惟投资者提前就该披露的原则、形式及内容咨询本公司、独家整体协调人、独家全球协调人及独家保荐人以寻求其事先书面同意则除外。

- 8.3. The Company shall use its reasonable endeavours 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor and their respective counsels.

公司应尽其合理的努力，于刊发前为投资者提供任何公开文件中与本协议有关的任何声明、本公司与投资者的关系及投资者的一般背景资料以供审核。投资者应配合本公司、独家整体协调人、独家全球协调人及独家保荐人，以确保该公开文件中的所有提述属真实、完整、准确及不含误导成分，且公开文件并无遗漏重大数据，并应及时向本公司、独家整体协调人、独家全球协调人及独家保荐人以及其各自的顾问提供任何意见及核证文件。

- 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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor) 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, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者承诺及时提供编制按第 8.1 条所述须作出的任何披露合理要求的所有协助（包括提供与其、其拥有权（包括最终实益拥有权）及/或本公司、独家整体协调人、独家全球协调人或独家保荐人可能合理要求的与其所述事项有关的其他数据有关的进一步资料及/或证明文件），

以(i)于公开文件中更新本协议日期后投资者的描述及核实该等提述；及(ii)使本公司、独家整体协调人、独家全球协调人和/或独家保荐人遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）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:

本协议发出的所有通告应以英文或中文书写，并按第 9.2 条所要求的方式发送至以下地址：

If to the Company, to:

如寄予本公司，则：

Address 地址: Unit 03, 12/F  
Tower 2 South Seas Centre  
75 Mody Road  
Kowloon Hong Kong  
Attention 收件人: Mr. Liu Yong, Mr. Cheung Man Yu  
Email address 电邮: derek@edayun.cn; michael@edayun.cn;  
EDA-kunpeng@edayun.cn

If to the Investor, to:

如寄予投资者，则：

Address 地址: 7601B-02A, 76/F, International Commerce Centre,  
1 Austin Road West, Kowloon, Hong Kong.  
Facsimile 传真: 852-3971-0008  
Attention 收件人: Business Development Division  
Email address 电邮: investorservice@cpicim.com

If to CMB International, to:

如寄予招银国际，则：

Address 地址: 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central,  
Hong Kong  
Facsimile 传真: +852 3900 0865  
Attention 收件人: CMBI ECM  
Email address 电邮: ECMs@cmbi.com.hk

- 9.2. Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, when duly sent, and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery

message is received, 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.

根据本协议发出的任何通告，均须由专人送递或以电邮或邮资已付的邮件发送。任何通告如以专人送递，当发送时即视为已送达；如以电邮发送，当在发送时间之后立即被视为已送达（根据发件人发送电子邮件的设备上记录，无论电邮是否被确认，除非发件人收到一封自动讯息表明电邮未被送达）；及如以邮资已付的邮件发送，（在没有提前接获的凭证下）于发送后 48 小时（或如以航空邮件发送，则为六天）被视为已送达。于非营业日的日子接获的任何通告应视为于下一个营业日接获。

## 10. GENERAL 一般事项

- 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.

各订约方确认及声明本协议已获其正式授权、签立及送递，并构成其合法、有效及有约束力的责任，并可根据其条款强制执行。除公司实施全球发售而可能要求的同意、批准及授权外，该订约方根据本协议履行其责任则毋须公司、股东或其他同意、批准或授权。各订约方进一步确认其可履行本协议所述的责任。

- 10.2. Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator 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，公司及独家整体协调人就投资者股份数目及发售价真诚作出的计算及决定就本协议而言为定论。

- 10.3. The Investor, the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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、本公司、独家整体协调人、独家全球协调人及独家保荐人应就任何就本协议或与此有关之事项而要求或可能要求的第三方的任何通知、同意及/或批准进行合作。

- 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.

除非本协议由所有订约方以书面形式签署或代为签署，否则不得更改或修订本协议。

- 10.5. 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

shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

除相关订约方以书面方式另行协议外，各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟本协议拟进行之任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方等额承担。

- 10.6. 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.

时间为本协议的要素，但本协议所述任何时间、日期或期间可由订约方透过书面协议延长。

- 10.7. 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.

不论是否根据第 4 条完成，只要本协议的所有条文可被执行或遵守，该等条文将继续具十足效力及有效，惟已执行的事项除外，除非彼等经订约方书面同意而终止。

- 10.8. 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.

除投资者订立的非披露协议之外，本协议构成与投资者于公司的投资有关的完整协议及各方共识。本协议取代与目标事项有关的所有先前承诺、保证、担保、声明、沟通、谅解及协议（不论书面或口头）。

- 10.9. To the extent otherwise set out in this clause 10.9, 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 10.9 条另有规定的情况下，并非本协议订约方的人士根据合约（第三者权利）条例无权执行本协议的任何条款，惟非按合约（第三者权利）条例而存在的第三者权利，以及第三者非按合约（第三者权利）条例而可获的补救，概不受合约（第三者权利）条例影响：

- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

获弥偿方可执行及倚赖第 6.5 条，犹如获弥偿方为本协议的一方。

- (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 10.9(a).

在未经第 10.9(a)分条所述人士的同意下，本协议可被终止或撤销且任何条款可被修订、更改或放弃。

10.10. Each of the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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. Such Sole Overall Coordinator, Sole Global Coordinator or Sole Sponsor shall remain liable for all acts and omissions of any of their affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

独家整体协调人、独家全球协调人及独家保荐人各自均有权及获授权按其认为合适的方式及条款将所有或任何相关权利、责任、权力及酌情权转授予任何一名或多名联属人士（不论任何该等转授有否正式手续且毋须向公司或投资者发出事先通知），惟尽管有相关转授，该独家整体协调人、独家全球协调人或独家保荐人应对其根据本分条文获转授相关权利、责任、权力及酌情权的任何联属人士的所有行为及疏忽负责。

10.11. 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.

订约方延迟行使或未行使或强制执行（全部或部分）本协议或法律规定的任何权利，不应被视为解除或放弃权利或以任何方式限制该订约方进一步行使或强制执行该项权利或任何其他权利的能力。单独或部分行使任何相关权利或补救措施并不妨碍权利的任何其他行使或进一步行使或行使任何其他权利或补救措施。本协议所规定的权利、权力及补救措施可累积且不排除任何权利、权力及补救措施（不论是否由法律或以其他方式所规定）。不得豁免或暗示豁免任何违反本协议任何条文的行为，除非该豁免是以书面形式提出且由提出豁免的订约方签署。

10.12. 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:

倘于任何时间本协议的任何条文根据任何司法权区的法律在任何方面成为非法、无效或不可执行，则不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

本协议的任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议任何其他条文根据任何其他司法权区的法律的合法性、有效性或可执行性。

10.13. 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.

本协议对订约方及其各自的继任人、遗嘱执行人、管理人、继承人及允许的受让人具有约束力，且仅为彼等的利益而发生效力，而其他人士不得根据本协议或凭借本协议获取或拥有任何权利。除内部重组或重组之目的外，任何订约方不得指派或转让本协议项下所有或任何部分利益或权益或权利。本协议下的责任不可转让。

- 10.14. 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, the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

在不影响就其他订约方遭受的所有损失及损害而向投资者提出申索的所有权利下，倘投资者于上市日期或之前所作的任何保证遭任何违反，尽管可能有任何与本协议相反之条文，本公司、独家整体协调人、独家全球协调人及独家保荐人有权撤销本协议，且本协议订约方的所有责任应立即终止。

- 10.15. 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.

各订约方向其他订约方承诺，其将执行及履行且促使其执行及履行实施本协议条款及其项下拟进行交易可能所需的有关其他文件及行为。

- 10.16. The Investor confirms that it is duly authorised by the investors of “CPIC Investment Management (H.K.) Company Limited – Equity Opportunity Strategy” to enter into this Agreement and the transactions contemplated hereunder.

投资者确认其已获取“CPIC Investment Management (H.K.) Company Limited – Equity Opportunity Strategy”的投资者的授权以作为其投资经理签署本协议及进行本协议项下拟进行之交易。

## 11. **GOVERNING LAW AND JURISDICTION** 规管法律及司法权区

- 11.1. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

本协议及订约方之间的关系将受香港法例规管并按此诠释。

- 11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof 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 and the governing law of the arbitration proceedings shall be Hong Kong law. 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.

因本协议而产生或与本协议有关之任何纠纷、争议或申索或其违约、终止或无效（“争议”）均应根据于提交仲裁申请当日生效的香港国际仲裁中心管辖的仲裁规则通过仲裁解决。仲裁地点应为香港，且仲裁程序的依据香港法律。仲裁员为三名及仲裁程序的语言应为中文。仲裁法庭的裁定及裁决应为最终结果并对订约方具约束力，及可于任何具管辖权的法院登记及执行，且在可有效放弃的情况下，订约方不可撤销及无条件放弃任何形式的上诉、审查或诉诸任何司法机关的任何及所有权利。即使有上述条文，在指定仲裁法庭前，订约方有权向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。在并不损及国家法院管辖下可能获得的临时补救措施的情况下，仲裁法庭可全权向订约方授出临时补救措施或作出命令，要求法院修改或撤销该法院颁布的任何临时或初步救济，并就任何一方未能遵守仲裁法庭的命令判定损害赔偿。

## 12. IMMUNITY 豁免权

- 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), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

倘投资者因主权或管治地位或其他方面而为其本身或其资产、财产或收益于任何司法权区的任何诉讼（包括仲裁程序）已申索或可申索豁免任何行动、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、抵销或反诉，任何法院的司法管辖权、递交法律程序文件、随附或促进执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）、或授予任何救济或执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）的其他行动，或倘于任何有关诉讼程序中，任何该等豁免（不论是否申索）可归因于其本身或其资产、财产或收益，投资人谨此不可撤回及无条件放弃并同意不会就任何有关诉讼程序申请或申索任何有关豁免。

## 13. COUNTERPARTS 副本

- 13.1. 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.

本协议可以任何数目副本及由有关订约方按独立副本形式签署。各副本为原始版本，惟所有副本共同构成一份相同文据。通过电邮附件（PDF）或传真递交本协议已签署副本签署页应为有效的递交形式。

14. **LANGUAGE 语言**

This Agreement shall be executed in English with Chinese translation. In the event of any discrepancy between the English language version and the Chinese language version of this Agreement, the English language version of this Agreement shall prevail.


本协议将以英文签署并附有中文翻译。如本协议的英文版和中文版出现任何不符之处，以本协议的英文版为准。

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

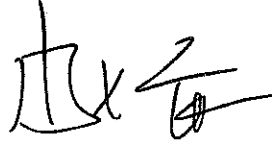
兹证明，各订约方已由其正式授权签署人于本协议文首所载的日期签署本协议。



**FOR AND ON BEHALF OF 为及代表:**  
**EDA GROUP HOLDINGS LIMITED**  
由以下人士签署:

By:   
Name 姓名: Liu Yong 刘勇  
Title 职衔: Director 董事

**FOR AND ON BEHALF OF 为及代表:**  
CPIC INVESTMENT MANAGEMENT  
(H.K.) COMPANY LIMITED  
中國太保投資管理(香港)有限公司



By: \_\_\_\_\_

Name 姓名: ZHOU Chenggang

Title 职衔: CEO

**FOR AND ON BEHALF OF 为及代表:**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
**招银国际融资有限公司**  
由以下人士签署:



By:

Name 姓名: SIU Sin Wai, Selwyn  
Title 职衔: Managing Director



By:

Name 姓名: XU Shuhun  
Title 职衔: Executive Director

**SCHEDULE 1 附表 1**  
**INVESTOR SHARES 投资者股份**

**Number of Investor Shares**

**投资者股份数目**

The number of Investor Shares shall be (1) United States dollar three million, five hundred thousand (US\$3,500,000) (inclusive of the Brokerage and the Levies in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 1,000 Shares.

投资者股份数目等于美元叁佰伍拾万元整（美元 3,500,000 元整），包括扣除投资者就投资者股份支付的经纪佣金及征费后，除以(2)发售价（约减至最接近每手 1,000 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offer, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Placing and the Hong Kong Public Offer. If the total demand for Shares in the Hong Kong Public Offer falls within the circumstance as set out in the section headed “Structure and Conditions of the Global Offering – The Hong Kong Public Offer – Reallocation” 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 Offer. Further, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders.

根据上市规则第 18 项应用指引第 4.2 段及联交所所授予的豁免（如有），倘香港公开发售超额认购，供投资者根据本协议认购的投资者股份数目可能受到国际配售与香港公开发售之间股份重新分配的影响。倘香港公开发售的股份总需求符合公司最终招股章程中「全球发售的架构—香港公开发售—重新分配」一节所载的情况，投资者股份数目可能按比例减少以满足香港公开发售的公众需求。此外，为满足上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份），独家整体协调人、独家全球协调人和独家保荐人及公司可全权酌情调整投资者股份数量的分配。

**SCHEDULE 2 附表 2**  
**PARTICULARS OF INVESTOR 投资者详情**

**The Investor**

**投资者**

|   |  |
|---|--|
| Place of incorporation:<br>注册成立地点:  | HONG KONG SAR<br>香港特別行政區   |
| Certificate of incorporation number:<br>公司成立証書号码:                                   | 1422624<br>1422624   |
| Business registration number:<br>商业登记号码:  | 51816072-000<br>51816072-000   |
| Principal activities:<br>主要业务:  | Investment Advice and Asset Management<br>投資諮詢及資產管理  |
| LEI number:<br>LEI 代码:  | 2549008ADKEZJ72HAI31<br>2549008ADKEZJ72HAI31   |
| Ultimate controlling shareholder:<br>最终控股股东:  | China Pacific Insurance (Group) Co. Ltd.<br>中国太平洋保险（集团）股份有限公司  |
| Place of incorporation of ultimate controlling shareholder:<br>最终控股股东的注册成立地点:       | CHINA<br>中國  |
| Business registration number of ultimate controlling shareholder:<br>最终控股股东的商业登记号码: | 00000000201708070028<br>00000000201708070028   |
| Business address and contact person and email:<br>营业地址、联系人、电邮:                      | 7601B-02A, 76/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong.<br><br>Contact Person 联系人: Business Development Division<br><br>Email address 电邮: investorservice@cpicim.com |

|  |   |
|--|---|
| <p>Principal activities of ultimate controlling shareholder:</p> <p>最终控股股东的主要业务:</p>   | <p>Insurance</p> <p>保險</p>  |
| <p>Shareholder and interests held:</p> <p>股东及所持权益:</p>   | <p>98.5%</p> <p>98.5%</p>   |
| <p>Description of the Investor for insertion in the Prospectus:</p> <p>于公开文件中插入的投资者描述:</p>   | <p>CPIC Investment Management (H.K.) Company Limited (“CPIC (HK)”) was established in Hong Kong in 2010.</p> <p>CPIC (HK) is principally engaged in asset management and provision of investment advisory services, and holds SFC licenses for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities.</p> <p>CPIC (HK) owned as to 12.25% by China Pacific Insurance (Group) Co., Ltd. (“CPIC”), a company founded in 1991 and listed on Shanghai Stock Exchange (stock code: 601601.SH), the Hong Kong Stock Exchange (stock code: 2601.HK) and its GDR listed under the code CPIC, and a leading composite insurance company in the PRC based in Shanghai; and as to 87.75% by Pacific Asset Management Co., Ltd., a subsidiary of CPIC.</p> |
| <p>Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees):</p> <p>相关投资者类别（根据要求包含在联交所的 FINI 承配人名单范本中或要求 FINI 介面披露与承配人相关的资讯）:</p> | <p>Cornerstone investor</p> <p>基石投资者</p>  |

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

**DATE: 14 MAY 2024**  
**日期: 2024年5月14日**

**EDA GROUP HOLDINGS LIMITED**

**AND 与**

**THE REYNOLD LEMKINS GROUP (ASIA) LIMITED**

**AND 与**

**CMB INTERNATIONAL CAPITAL LIMITED 招银国际融资有限公司**

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**THIS AGREEMENT** (this “**Agreement**”) is made on 14 May 2024.

本基石投资协议（本“协议”）于 2024 年 5 月 14 日订立。

**BETWEEN:**

- (1) **EDA Group Holdings Limited**, a limited liability exempted company incorporated in the Cayman Islands, whose registered office is at the offices of Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman KY1-1103, Cayman Islands (the “**Company**”);

**EDA Group Holdings Limited**, 一家在开曼群岛注册成立的有限公司，其注册办事处位于 Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (“**本公司**”或“**公司**”)；

- (2) **The Reynold Lemkins Group (Asia) Limited**, a company with limited liability incorporated in Hong Kong whose registered office is at Unit 1603, 16<sup>th</sup> Floor, The L. Plaza, 367-375 Queen’s Road Central, Sheung Wan, Hong Kong (the “**Investor**”);

**The Reynold Lemkins Group (Asia) Limited**, 一家根据香港法律注册成立的有限公司，注册地址为 Unit 1603, 16<sup>th</sup> Floor, The L. Plaza, 367-375 Queen’s Road Central, Sheung Wan, HK) (“**投资者**”)；

- (3) **CMB International Capital Limited** of 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMB International**”, the “**Sole Sponsor**”, the “**Sole Overall Coordinator**” or the “**Sole Global Coordinator**”).

招银国际融资有限公司，地址为香港中环花园道 3 号冠君大厦 45 楼 (“**招银国际**”、“**独家保荐人**”、“**独家整体协调人**”或“**独家全球协调人**”)。

**WHEREAS:**

鉴于：

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

本公司已申请其股本以全球发售 (“**全球发售**”) 之方式于联交所 (定义见下文) 上市，包括：

- i. a public offering by the Company for subscription of 9,763,000 Shares (as defined herein below) by the public in Hong Kong (the “**Hong Kong Public Offer**”), and

公司初步公开发售 9,763,000 股股份 (定义见下文) 以供香港公众认购 (可予重新分配) (“**香港公开发售**”)，及

- ii. a conditional placing of 87,862,000 Shares offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the “**International Placing**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者配售）有条件配售公司初步发售的 87,862,000 股股份（可予重新分配及视乎超额配股权行使与否而定）（“国际配售”）。

- (B) CMB International is acting as Sole Sponsor and Sole Overall Coordinator to the Global Offering, and CMB International is acting as Sole Global Coordinator and one of the capital market intermediaries of the Global Offering.

招银国际为全球发售的独家保荐人、独家整体协调人、独家全球协调人及资本市场中介人之一。

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

在国际配售中，投资者有意在本协议所载条款及条件的规限下并据此认购投资者股份（定义见下文）。

**IT IS AGREED** as follows:

协议如下:

1. **DEFINITIONS AND INTERPRETATIONS** 释义及诠释

- 1.1. In this Agreement, including its schedules and its recitals, each of the following words and expressions shall have the following meanings unless the context otherwise requires:

除文义另有所指外，于本协议（包括其附表及背景部分）中，下列各词汇及表述具有以下涵义:

“**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;

“**联属人士**”指就特定个人或实体而言，除文义另有所指外，透过一个或多个中介机构直接或间接控制特定个人或实体或受特定个人或实体控制或共同控制的任何个人或实体。就本释义而言，“控制”一词（包括“控制”、“受控制”及“受共同控制”等词汇）指不论透过拥有投票权证券、合约或其他方式直接或间接拥有可支配或促使支配一名人士的管理及政策的权力;

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

“**AFRC**”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的金额；

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

“**批准**”具有第 6.2(f)条赋予该词之涵义；

“**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之涵义，而“**联系人/紧密联系人**”应按此诠释；

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

“**经纪佣金**”指如上市规则费用规则第 7(1)段之规定，按总投资金额 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**”指香港持牌银行一般向香港公众开放办理一般银行业务以及联交所开放证券交易业务的任何日子（不包括星期六、星期日及香港公众假期）；

“**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成立及运作的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;

“**完成**”指根据本协议条款及条件完成认购投资者股份；

“**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**”指香港法例第 622 章《公司条例》，包括其不时的修订、补充或以其他方式的变更；

“**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**”指香港法例第 32 章《公司（清盘及杂项条文）条例》，包括其不时的修订、补充或以其他方式的变更；

“**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之涵义，而“关连人士/核心关连人士”应按此诠释；

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“**关联关系**”具有中国证监会备案规则赋予该词之涵义并按中国证监会备案规则诠释；

“**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**”指香港法例第 623 章合约（第三者权利）条例，包括其不时的修订、补充或以其他方式的变更；

“**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**”除文义另有所指，具有上市规则赋予该词之涵义，而“**控股股东**”应按此诠释；

“**CSRC**” means the China Securities Regulatory Commission;

“**中国证监会**”指中国证券监督管理委员会；

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“**中国证监会备案规则**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》和配套指引，及其不时的修订、补充或修改的；

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

“**处置**”包括，就任何相关股份而言，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), either directly or indirectly, conditionally or unconditionally, 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

不论直接或间接、有条件或无条件发售、质押、押记、销售、按揭、出借、设立、转让、出让或以其他方式处置任何法律或实益权益（包括通过设立或任何协议以设立或出售或授予或同意出售或授予任何购股权或合约以购买、认购、出借或以其他方式转让或处置，或任何认股权证或权利以购买、认购、出借或以其他方式转让或处置的权利，或购买或同意购买任何购股权、合约、认股权证或出售的权利），或就相关股份或任何可转换或可行使或可交换为该等相关股份的其他证券的任何法律或实益权益设立任何性质的第三者权利，或代表有权收取有关相关股份或当中任何权益或订约如此行事的第三者权利；或

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or 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相关股份之任何实益拥有权或当中任何权益或有关相关股份或有关其他证券之任何经济影响或事件或当中任何权益；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)或(ii)项所述任何上述交易具有相同经济效果之任何交易；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;

同意或订约或公开宣布或披露有意订立上文第(i)、(ii)及(iii)项所述任何上述交易，在各情况下，不论上文第(i)、(ii)及(iii)项所述任何上述交易是否以相关股份或相关其他可转换为或可行使或可交换为相关股份的其他证券以现金或其他方式结算；而“处置”应按此诠释；

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

“**FINI**” 具有上市规则赋予该词之涵义；

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

“**全球发售**”具有引言(A)赋予该词之涵义；

“**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 (including, without limitation, the Stock Exchange, the SFC and the CSRC);

“政府机构”指任何政府、监管或行政委员会、理事会、组织、机构或部门，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、法庭或仲裁庭，不论是国家、中央、联邦、省级、州级、地区、市级、地方、国内、国外还是超国家级别（包括但不限于联交所、证监会及中国证监会）；

“**Group**” means the Company, its subsidiaries and its consolidated affiliated entity at the relevant time and, where the context requires, in respect of the period prior to the Company becoming the holding company of its subsidiaries and its consolidated affiliated entity, such subsidiaries and consolidated affiliated entities of the Company at the relevant time;

“本集团”指公司、其在相关时间的附属公司以及其在相关时间的合并联属实体，并且在上下文需要的情况下，就公司成为其附属公司以及其合并联属实体的控股公司之前的期间而言，公司在相关时间的附属公司以及附属公司以及其合并联属实体；

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

“港元”指香港法定货币；

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

“香港公开发售”具有引言(A)赋予该词之涵义；

“**Hong Kong Underwriter(s)**” means the underwriter(s) for the Hong Kong Public Offer;

“香港包销商”指香港公开发售的包销商；

“**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 条赋予该词之涵义，而按文义所指，“获弥偿方”指当中任何一方；

“**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 Placing;

“国际发售通函”指本公司根据国际发售有可能会向潜在投资者（包括投资者）发出的发售通告终稿；

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

“国际配售”具有引言(A)赋予该词之涵义；

“**International Underwriter(s)**” means the underwriter(s) for the International Placing who are expected to underwrite the International Placing;

“国际包销商”指预计将包销国际配售的国际包销商；

“**Investor-related Information**” has the meaning given to it in clause 6.2(h);

“投资者相关信息”具有第6.2(h)条赋予该词之涵义；

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Placing in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sole Overall Coordinator;

“投资者股份”指由投资者在国际配售中根据本协议条款及条件认购并根据附表 1 计算并由公司及独家整体协调人厘定的股份数目；

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“法律”指所有相关司法权区内任何政府机构（包括但不限于联交所、证监会及中国证监会）的所有法律、法令、立法、措施、条例、规则、法规、指引、指示、决定、意见、通告、通函、指令、规定、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), the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**征费**”指在各情况下，总投资金额中 0.0027%证监会交易征费（或于上市日期现行的交易征费）、0.00565%联交所交易费（或于上市日期现行的交易费）及 0.00015%AFRC 交易征费（或于上市日期现行的交易征费）的总和；

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

“上市日期”指股份在联交所主板首次上市日期；

“**Listing Guide**” means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“上市指南”指联交所发布的、不时修订、补充或以其他方式修改的《新上市申请人指南》；

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

“上市规则”指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决定、指引以及其他规定，包括其不时的修订、补充或以其他方式的变更；

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

“禁售期”具有第 5.1 条赋予该词之涵义；

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

“**发售价**”指根据全球发售将予发售或出售的股份的每股最终港元价格（不包括经纪佣金及费用）；

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

“**超额配股权**”具有国际发售通函赋予该词之涵义；

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

“**订约方**”指本协议列明的订约方；而“**订约方**”按文义所指，为当中任何一方；

“**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，惟仅就本协议而言，不包括香港、中国澳门特别行政区及台湾；

“**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 Placing, as amended or supplemented from time to time;

“**初步发售通函**”指预期将由公司就国际配售向有意投资者（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 部分赋予该词的涵义；

“**Prospectus**” means the Preliminary Offering Circular and the International Offering Circular for the International Placing, and the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offer;

“**招股章程**”指公司就国际配售发布的初步发售通函及国际发售通函，及香港公开发售将在香港发布的最终招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Placing, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offer 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**”指为国际配售而发布的初步发售通函及国际发售通函、本公司为香港公开发售之目的将于香港发出的招股章程以及本公司可能刊发的与全球发售有关的其他文件及公告（经不时修订或补充）；

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

“**监管部门**”具有第 6.2(h) 条赋予该词之涵义；



“**Relevant Shares**” means the Investor Shares subscribed for by the Investor 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**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组由投资者股份衍生的公司任何股份或其他证券，或当中任何权益（不论相关交易以现金或其他方式结算）；

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

“**证券法**”指经不时修订的 1933 年美国证券法；

“**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 otherwise modified from time to time;

“**证券及期货条例**”指香港法例第 571 章《证券及期货条例》，包括其不时的修订、补充或以其他方式的变更；

“**Shares**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.01 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“**股份**”指公司股本中每股面值 0.01 美元的普通股，将以港元认购及买卖，并拟在联交所上市；

“**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**”具有公司条例赋予该词之涵义；

“**Underwriter(s)**” means the Hong Kong Underwriter(s) and the International Underwriter(s);

“**包销商**”指香港包销商及国际包销商；

“**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、属地以及美国的任何州和哥伦比亚特区；

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

“**美元**”指美国法定货币；及

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act.

“美国人士”具有证券法 S 规例所赋予的涵义。

1.2. In this Agreement, unless the context otherwise requires:

于本协议内，除非文意另有规定：

- (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;

对“条文”、“分条文”或“附表”的提述指本协议的条文、分条文或附表；

- (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、条文及附表标题仅出于便利目的插入，并不影响本协议的解释或诠释；

- (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 recitals and schedules;

背景部分及附表构成本协议的组成部分，应具有同等效力及作用，犹如本协议正文所订明者，而任何对本协议的提述应包括背景部分及附表；

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

单数词汇具有复数词涵义（反之亦然），而某一种性别词汇应包括另一性别；

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

对本协议或其他文据的提述包括其任何更改或取代；

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

对法令、法定条文、规定或规则的提述包括对以下内容的提述：

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

不时综合、修订、补充、修改、重新制定或由任何法令、法定条文、规定或规则取代的法令或条文；

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

获重新制定（不论有否修改）的任何被废除法令、法定条文、规定或规则；  
及

(iii) to any subordinate legislation made under it;

据此制定的任何附属法例；

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

除另有指明外，对时间及日期的提述分别指香港时间及日期；

(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);

对“人士”的提述包括对个人、商号、公司、法人团体、非公司组织或机构、政府、州或州机构、合营企业、联属公司或合伙公司（不论是否有独立法人特质）的提述；

(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

对“包括”的提述应诠释为包括但不限于；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.

就香港以外任何司法权区的任何行动、济助、司法方式或程序、法律文件、法律地位、法院、官方或任何法律概念或事件的法律词汇的提述被视为包括该司法权区最类近香港的法律词汇。

## 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(f) can only be waived by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:

待下文第 3 条所述条件获达成（或获订约方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不可豁免及第 3.1(f)条项下的条件仅可由公司、独家整体协调人、独家全球协调人及独家保荐人豁免）及在本协议的其他条款及条件规限下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sole Overall Coordinator 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 Placing and through the Sole Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Placing; and

根据国际配售及作为国际配售的一部分，投资者将透过独家整体协调人及/或其附属人士以国际配售有关部分的国际包销商代表的身份按发售价认购投资者股份，公司将向投资者发行、配发及配售投资者股份，而独家整体协调人将分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份予投资者；及

- (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、经纪佣金及征费。

- 2.2. The parties agree and acknowledge that the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters) will receive such fees and commissions under the underwriting agreement for the International Placing in respect of the placing of the Investor Shares.

各方同意及承认，独家整体协调人及独家全球协调人将（代表其自身及包销商）就国际配售收取国际包销协议项下与配售投资者股份有关的费用及佣金。

- 2.3. The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor not later than three 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 under the Securities Act, provided that:

投资者可选择在上市日期之前不迟于三个营业日向本公司、独家整体协调人、独家全球协调人及独家保荐人发出书面通知，通过身为“专业投资者”的全资附属公司且该公司为(i)非美国人士、(ii)位于美国境外及(iii)会根据证券法 S 规例以离岸交易方式购买投资者股份，认购投资者股份，前提是：

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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

投资者应促使相关全资附属公司在该日向本公司、独家整体协调人、独家全球协调人及独家保荐人提供针对本公司、独家整体协调人、独家全球协调人、独家保荐人而发出的书面确认，确认其同意受到投资者在本协议内作出的相同的协议、陈述、保证、承诺、承认及确认的约束（以上各项应被视为投资者代表其自身及代表相关全资附属公司而作出）；

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

投资者应(i)无条件及不可撤回地向本公司、独家整体协调人、独家全球协调人、独家保荐人保证该等全资附属公司将妥为准时履行及遵守所有其于本协议下的协定、责任、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条向各获弥偿方作出全面有效之弥偿及继续按要求作出弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor 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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor 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.

投资者于第 2.3 条下的责任构成按要求向本公司、独家整体协调人、独家全球协调人或独家保荐人支付该等全资附属公司根据本协议须支付的任何款项及按要求及时履行该等全资附属公司于本协议下的任何责任的直接、主要及无条件责任，而本公司、独家整体协调人、独家全球协调人或独家保荐人毋须事先对该等全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中应诠释为包括该等全资附属公司。

- 2.4. The Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) 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 and the Sole Overall Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

本公司与独家整体协调人（代表其本身及包销商）将按彼等可能协议的方式厘定发售价。投资者股份的准确数目最终将由本公司与独家整体协调人根据附表 1 厘定，且有关决定将为最终决定及对投资者具约束力，惟明显错误除外。

### 3. CLOSING CONDITIONS 交割条件

- 3.1. The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sole Overall Coordinator 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 (f) can only be waived by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor) at or prior to the Closing:

根据第 2.1 条，投资者根据本协议认购投资者股份的责任、本公司发行、配发及配售投资者股份的责任及独家整体协调人分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份的责任仅于以下各项条件完成或之前获达成或订约方豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第(f)条项下的条件仅可由本公司、独家整体人、独家全球协调人及独家保荐人豁免）后，方可作实：

- (a) the underwriting agreements for the Hong Kong Public Offer and the International Placing (the “**Underwriting Agreements**”) 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 the Underwriting Agreements, and none of the Underwriting Agreements having been terminated;

香港公开发售及国际配售包销协议（“**包销协议**”）须不迟于该等包销协议所订明的时间及日期订立及生效及成为无条件（根据各自之原订条款或其后豁免或获相关订约方协议修订），且上述包销协议并未终止；

- (b) the Offer Price having been agreed upon between the Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters);

发售价已由公司与独家整体协调人（代表包销商）协订；

- (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the 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 Shares on the Stock Exchange;

联交所上市委员会已批准股份（包括投资者股份）上市及买卖并授出其他适用豁免及批准，且有关批准、许可或豁免于股份在联交所开始买卖前并无被撤回；

- (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;

任何政府机构概无制定或颁布法律而禁止完成全球发售中或根据本协议拟进行的交易，亦无主管司法权区的法院或政府机关发出命令或禁令阻止或禁止完成有关交易；

- (e) the Investor having obtained its shareholders’ approval of this Agreement and the transactions contemplated hereunder; and

投资者已获得与本协议及本协议项下拟进行之交易有关的股东批准；及

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

投资者及各自在本协议项下的陈述、保证、承诺及确认在所有方面准确、真实且不具有误导性，且投资者及没有违反本协议。

- 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(f) can only be waived by the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor) 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Sole Overall Coordinator 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 this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor 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 under this Agreement during the period until the aforementioned date under this clause.

倘第 3.1 条所载的任何条件于本协议日期后一百八十 (180) 日当日或之前 (或本公司、投资者、独家整体协调人、独家全球协调人及独家保荐人可能书面协议的其他时间及/或日期) 并未达成或获订约方豁免 (惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(f)条项下的条件仅可由本公司、独家整体协调人、独家全球协调人及独家保荐人豁免), 则投资者购买投资者股份的责任以及公司及独家整体协调人、独家全球协调人发行、配发、配售、分配及/或交付 (视情况而定) 或促使发行、配发、配售、分配及/或交付 (视情况而定) 投资者股份的责任将告停止, 而投资者根据本协议向任何其他订约方支付的任何款项将由有关其他订约方在切实可行的范围内并在商业上可行的情况下尽快不计利息偿还予投资者, 且本协议将告终止及不具效力, 而本公司、独家整体协调人、独家全球协调人及/或独家保荐人的所有责任及义务将告停止及终止, 惟根据第 3.2 条终止本协议概不会损害协议任何订约方于该终止时或之前就其条款对其他订约方已存在之权利或责任。为免生疑, 本条款任何内容不应被诠释为授予投资者任何权利就违反投资者于本条项下上述日期止期间根据本协议作出的相关声明、保证及承诺、承认及确认作出补救。

- 3.3. The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor or their respective affiliates on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认, 本公司、独家整体协调人、独家全球协调人或独家保荐人概不保证全球发售将会完成或不会推迟或终止, 倘全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内, 本公司、独家整体协调人、独家全球协调人或独家保荐人不会对投资者承担任何责任。投资者谨此放弃以全球发售因任何原因而未能于拟定日期及时间完成或根本无法完成或如发售价不在公开文件中列明的指示性范围内为

由向公司、独家整体协调人、独家全球协调人及/或独家保荐人或彼等各自的联属人士提出任何申索或采取行动的任何权利（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 Placing and through the Sole Overall Coordinator (and/or its affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Placing. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Placing, at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

在第 3 条及本第 4 条的规限下，根据国际配售及作为国际配售的一部分，投资者将透过独家整体协调人（及/或其联属人士）以国际配售有关部分的国际包销商代表的身份按发售价认购投资者股份。因此，投资者股份认购将于国际配售完成时进行或于公司与独家整体协调人决定的相关时间及按相关方式进行。

- 4.2. The Investor shall 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 Sole Overall Coordinator and the Sole Global Coordinator) 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 Sole Overall Coordinator and the Sole Global Coordinator 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 under this Agreement.

投资者应于上市日期当日上午八点正（香港时间）或之前通过以港元实时可用资金，将总投资金额连同相关经纪佣金及征费（该等资金不作任何扣减或抵销）悉数电汇至独家整体协调人、独家全球协调人于上市日期前不迟于足一（1）个营业日可能书面知会投资者的有关港元银行账户，有关通知应包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。

- 4.3. 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, 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 to the Sole Overall Coordinator in writing no later than three (3) business days prior to the Listing Date.

待根据第 4.2 条就投资者股份妥为付款及收款后，透过中央结算系统向投资者交付投资者股份（视情况而定）应透过中央结算系统将投资者股份直接存入中央结算系统，以寄存入有关中央结算系统投资者户口持有人股份户口或投资者最迟于上市日期前三（3）个营业日书面知会独家整体协调人的中央结算系统股票账户。

- 4.4. Without prejudice to clause 4.2, delivery of, and payment for, the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised.



在不损害第 4.2 条的情况下，交付投资者股份亦可能以本公司、独家整体协调人、独家全球协调人、独家保荐人及投资者可能书面协议的任何其他方式进行，惟交付投资者股份须不迟于超额配股权可予行使的最后一日后三（3）个营业日。

- 4.5. 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

倘并未于本协议列明的时间及以本协议列明的方式收到或结清总投资金额及相关经纪佣金及征费（不论全部或部分）款项，本公司、独家整体协调人、独家全球协调人及独家保荐人保留权利各自全权酌情终止本协议，于该情况下，本公司、独家整体协调人、独家全球协调人及独家保荐人的所有责任及义务将告停止及终止（但不影响本公司、独家整体协调人、独家全球协调人、独家保荐人因投资者未能遵守其于本协议下的责任而可能对其提出的任何申索）。根据第 6.5 条，投资者于任何情况下须就各获弥偿方可能蒙受或因认购投资者股份而产生或与认购投资者股份有关之任何损失及损害（包括但不限于投资者未能悉数支付总投资金额及经纪佣金及征费）向其作出弥偿、使其免受损害及应要求按除税后基准悉数弥偿。

- 4.6. The Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor respectively shall not be liable 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 control of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the recent COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

本公司、独家整体协调人、独家全球协调人及独家保荐人在履行本协议项下的义务中各自将不对任何不可履行或迟延履行承担责任，且本公司、独家整体协调人、独家全球协调人及独家保荐人各自有权终止本协议，若在各自身情况下该不可履行或迟延履行行为由于公司独家整体协调人、独家全球协调人及独家保荐人（如适用）可控制之外的原因造成，包括但不限于，

天灾、水灾、疾病、流行病或大流行的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症，H1N1 流感、H5N1、MERS、埃博拉病毒和 COVID-19 或其各自的相关/变异形式或变种（除非在本协议日期存在且没有任何进一步的实质性恶化））、国家性或国际性或地区性紧急情况的宣布、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公众混乱、政治动荡或敌对行动的威胁和升级、战争（已宣告或未宣告）、恐怖袭击、火灾、骚乱、叛乱、国内动荡、罢工、封锁、其他行业运动、电力或其他供应停止、空难、技术障碍、事件性或机械性或电力方面的崩溃、计算机系统障碍或任何金钱转账系统障碍、禁运、劳动纠纷和现存或将来的法律、法例、法规的变更，以及任何现存的或将来的政府活动等。

## 5. RESTRICTIONS ON THE INVESTOR 投资者限制

5.1. Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after 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, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (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; (iv) agree or contract to, or publicly announce any 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.

受制于第 5.2 条，投资者同意并向本公司、独家整体协调人、独家全球协调人及独家保荐人契诺及承诺，在未经本公司、独家整体协调人、独家全球协调人及独家保荐人各自事先书面同意的情况下，投资者将不得，且需促使其根据第 5.2 条受让任何投资者股份的全资附属公司不得，（不论直接或间接）于上市日期起及包括当日的六（6）个月期间（“**禁售期**”）任何时间(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体的任何权益（包括可转换为或可交换为或可行使或代表接收上述任何证券的权力的任何证券）；(ii) 容许自己在最终实益拥有人的层面上，进行控制权的改变（按证监会颁布的《公司收购、合并及股份回购守则》所界定）；(iii) 直接或间接订立任何与上述任何交易具相同经济影响的交易；及(iv) 同意或订立合约，或宣布有意与第三方订立任何上述（i）、（ii）和（iii）中所述的交易，在每种情况下不论任何上述（i）、（ii）和（iii）中所述的交易是否将通过交付相关股份或可转换为或可行使或可交换为相关股份的其他证券或以现金或其他方式结算。

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 条所载内容并无阻止投资者向投资者的任何全资附属公司转让全部或部分相关股份，惟在所有情况下：

- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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;

于有关转让前，该全资附属公司按本公司独家整体协调人、独家全球协调人及独家保荐人满意的条款及以彼等为受益人作出书面承诺，同意且投资者承诺促使该全资附属公司遵守投资者于本协议项下的责任（包括但不限于本第 5 条对投资者施加的限制），犹如该全资附属公司本身须遵守该等责任及限制；

- (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司将被视为已作出与第 6 条所规定者相同的承认、确认、陈述、承诺及保证；

- (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;

投资者及投资者的该全资附属公司将被视作彼等所持全部相关股份的投资者且应共同及个别承担本协议施加的全部责任及义务；

- (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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 acknowledgements, confirmations, undertakings, 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

倘于禁售期届满前任何时间，该全资附属公司不再或将不再为投资者的全资附属公司，其应（及投资者应促使该附属公司应）实时（且在任何情况下须于不再为投资者的全资附属公司前）将其持有的相关股份悉数及有效转让予投资者或投资者的另一全资附属公司，该附属公司（及投资者应促使该附属公司须）须按本公司、独家整体协调人、独家全球协调人及独家保荐人满意的条款及以彼等为受益人作出或由投资者促使作出书面承诺，同意遵守投资者于本协议项下的责任（包括第 5 条对投资者施加的限制）及作出相同的承认、声明、承诺及保证，犹如该全资附属公司本身须遵守该等责任及限制且应共同及个别承担本协议施加的全部责任及义务；及

- (e) such wholly-owned subsidiary is (A) not a U.S. Person; (B) located outside the United States and (C) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司(A)并非美籍人士；(B)位于美国境外；及(C)根据 S 规例于离岸交易购入相关股份。

- 5.3. The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor, 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.

投资者同意并承诺，除获得本公司、独家整体协调人、独家全球协调人及独家保荐人事先书面同意外，投资者及其紧密联系人合计持有（直接和间接）的已发行股本须少于本公司全部已发行股本的 10%（或上市规则不时就“主要股东”的定义规定的其他百分比）。

- 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 Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offer.

投资者同意，投资者于本公司股本中的持股量按自行投资基准厘定及于公司、独家整体协调人、独家全球协调人及/或独家保荐人合理要求时向本公司、独家整体协调人、独家全球协调人及独家保荐人提供合理证明显示投资者于本公司股本中的持股量乃按自行投资基准厘定。投资者不会，且促使其控股股东、联系人及其的实益拥有人不会，申请或通过累计投标程序获取全球发售的股份（投资者股份除外）或于香港公开发售中申请股份。

- 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 Chapter 4.15 of the Listing Guide and written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or other underwriting syndicate members in the Global Offering, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, officers, employees or agents has or will enter into such arrangements or agreements.

投资者及其附属人士、联系人、董事、高级职员、雇员或代理或最终实益拥有人并无与本公司、本公司控股股东、本公司的任何股东、本集团任何其他成员公司或其各自的附属人士、董事、高级职员、雇员或代理订立任何与上市规则不符或违反上市规则（包括上市指南第 4.15 章香港监管部门刊发的书面指引）的安排或协议（包括任何附函）。投资者进一步确认

并承诺，他们或他们的关联公司、董事、高级职员、雇员或代理人或最终实益拥有人均没有或将要签订此类安排或协议。

**6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证**

**6.1. The Investor acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that:**

投资者向公司独家整体协调人、独家全球协调人及独家保荐人承诺、承认、同意及确认：

- (a) each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor 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、独家整体协调人、独家全球协调人及独家保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表各自并无作出全球发售将会进行或完成（于任何特定期间内）或发售价将处于公开文件所载的指示性范围内的声明及就此保证或承诺或担保，倘全球发售延迟、因任何原因并未进行或未能完成或倘发售价并非介于公开文件所载的指示性范围内，其将不会对投资者承担任何责任；

- (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 on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议及投资者的背景资料、本协议项下订约方的关系及拟进行的安排将须于公开文件以及全球发售的其他推广及路演材料中披露且公开文件及有关其他推广及路演材料及公布中将须提及投资者，尤其是，本协议将属有关全球发售或其他方面并根据公司（清盘及杂项条文）条例及上市规则向香港监管机构备案及可供公众查阅的重要合约；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Sole Overall Coordinator;

根据上市规则或 FINI 须向联交所提交有关投资者的资料将与公司、联交所、证监会及其他必要监管机构分享，并将纳入至将在 FINI 上向独家整体协调人披露的合并承配人名单；

- (d) 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;

发售价根据全球发售的条款及条件全权单独决定且投资者无权对此提出任何反对；

- (e) the Investor Shares will be subscribed for by the Investor through the Sole Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the International Placing;

投资者将透过独家整体协调人及/或其附属人士以其国际配售国际包销商代表的身份认购投资者股份；

- (f) 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;

投资者将按公司组织章程细则或其他章程文件及本协议的条款及条件并在其规限下接纳投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Placing and the Hong Kong Public Offer pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide 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到根据上市规则第 18 项应用指引、上市指南第 4.14 章或联交所可能批准并不时适用于公司的其他百分比在国际配售与香港公开发售之间重新分配股份的影响；

- (h) the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders;

独家整体协调人、独家全球协调人、独家保荐人及公司可全权酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份）；

- (i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Placing, the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters and/or the Sole Sponsor 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 Placing;

于本协议订立时或前后或于其后任何时间但于国际配售完成前，公司、独家整体协调人、独家全球协调人、包销商及/或独家保荐人已就类似投资与一名或多名其他投资者订立或可能及/或拟订立协议作为国际配售的一部分；

- (j) neither the Company, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator nor any of their respective subsidiaries, agents, directors, employees or

affiliates nor any other party involved in the Global Offering takes any responsibility 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;

公司、独家保荐人、独家整体协调人、独家全球协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

- (k) 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 or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份并无且将不会根据证券法或美国任何州或其他司法权区证券法登记，亦不得在美国境内或向任何美籍人士或为任何美籍人士本身或为其利益而直接或间接提呈发售、转售、质押或以其他方式转让，惟根据证券法或任何其他司法权区（惟有关司法权区的适用法例准许者除外）的登记规定获得有效登记声明或豁免或通过不受此规限的交易进行者除外；

- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) 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;

其了解及同意转让投资者股份仅可根据 S 规例于美国境外的“离岸交易”（定义见证券法 S 规例）中进行，于各情况下，根据美国任何州及任何其他司法权区的任何适用证券法，代表投资者股份的任何股票应具有实际影响；

- (m) it understands that none of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or any of the international underwriters of the International Placing has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其了解公司、独家整体协调人、独家全球协调人、独家保荐人或国际配售的任何国际包销商并无就证券法或任何其他豁免对其后重新提呈发售、转售、质押或转让投资者股份的可行性作出任何声明；

- (n) 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;

除第 **Error! Reference source not found.** 条所规定者外，倘任何投资者股份由投资者的附属公司持有，投资者应促使该附属公司继续作为该投资者的全资附属公司及继续遵循及遵守协议项下的条款及条件，以便该附属公司于禁售期届满前继续持有任何投资者股份；

- (o) 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, 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(o)) 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(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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;

其已接获（及可能于日后接获）可能构成与投资者投资（及持有）投资者股份有关的重大、非公开消息及/或内幕消息（定义见证券及期货条例）的信息且其：(i)按严格须知基准不会向其联属公司、附属公司、董事、高级职员、雇员、顾问及代表（“**获授权接收人**”）以外的任何人士披露有关信息，该等信息仅可用作评估其于投资者股份的投资或法律规定的其他方面，直至该等信息在投资者或其任何的获授权接收人没有过错的情况下成为公开信息；(ii)将确保其获授权接收人（根据第 6.1(o)条获披露该等信息的人士）按严格须知基准不会向其他获授权接收人以外的任何人士披露该等信息；及(iii)不会及将确保其获授权接收人（根据第 6.1(o)条获披露该等信息的人士）不会以可能导致任何违反与该交易有关的美国、香港、中国、开曼群岛或任何其他适用司法权区的证券法（包括任何内幕交易条文）的方式直接或间接购买、出售或买卖或选择性地买卖公司或其联属公司或联营公司的股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular 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:

按保密基准提供予投资者及/或其相应代表的本协议、草拟招股章程及草拟初步发售通函所载的信息以及投资者及/或其相应代表按保密基准可能获提供的任何其他材料不得复制、向任何其他人士披露、传阅或传播；且所提供的该等信息及材料可予变动、更新、修订及填妥且投资者于厘定是否投资投资者股份时不应依赖该等资料及材料。为免生疑：



- (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;

草拟招股章程或草拟初步发售通函或任何其他可能已经提供或供应给投资者及/或其代表的材料均不构成于任何司法权区邀请或要约或招揽收购、购买或认购任何证券，若在该等司法权区该等要约、招揽或出售是不被允许的，并且草拟招股章程或草拟初步发售通函或任何其他可能提供给投资者及/或其代表的材料（无论书面还是口头）均不应构成任何合同或承诺的基础；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any 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

概无任何股份或其他证券的要约或邀请以认购、收购或购买任何股份或其他证券得以根据草拟初步发售通函或草拟招股章程或可能提供给投资者及/或其代表的任何其他材料（无论书面或口头）提出或接收；及

- (iii) the draft Preliminary Offering Circular or 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);

草拟初步发售通函或草拟招股章程或任何其他可能已经提供（无论是书面还是口头）或供应给投资者的材料，均可在订立本协议后进行进一步修改，投资者在确定是否投资投资者股份时不应以此为依据，并且投资者在此同意此类修正案（如有）并放弃其与此类修正案相关的权利（如有）；

- (q) 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;

本协议并不共同或个别构成于美国或要约属非法的任何其他司法权出售证券的要约；

- (r) 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 Regulation S) with respect to the Shares;

投资者或其任何附属公司或代表其行事的任何人均未曾且将不会就股份进行任何定向销售努力（定义见证券法 S 规例）；

- (s) 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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor 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 Investor Shares required by or on behalf of the Investor;

其已获提供其认为属必要或权宜的所有信息，以评估收购投资者股份的裨益及风险并有机会就公司、投资者股份或其认为对评估收购投资者股份的裨益及风险属必要或权宜的其他相关事宜向本公司、独家整体协调人、独家全球协调人或独家保荐人提问及收到回复，且本公司已应投资者要求或代表投资者向投资者或其代理提供有关投资投资股份的所有文件及资料；

- (t) 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 Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor (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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Underwriters 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor 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 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;

于作出投资决定时，投资者已依赖及将仅依赖公司发布的国际发售通函提供的资料，而不应依赖本公司、独家整体协调人、独家全球协调人、独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或其代表于本协议日期或之前向投资者可能提供的任何其他数据，且本公司、独家整体协调人、独家全球协调人、独家保荐人、包销商及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概无就任何该等资料或国际发售通函并无载列的数据的准确性或完整性作出任何声明或作出任何保证或承诺，且本公司、独家整体协调人、独家全球协调人、独家保荐人及其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士不会且将不会因彼等使用或依赖该等资料或材料或国际发售通函并无载列的任何其他数据而对投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士承担任何责任；

- (u) none of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the other Underwriters and their respective directors, 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 members of the Group 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, 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 members of the Group or as to any other matter relating thereto or in connection therewith;

独家整体协调人、独家全球协调人、独家保荐人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或本集团成员的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜作出任何保证、声明或提出推荐建议；及除最终国际发售通函所订明者外，公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或本集团成员的业务、营运、前景或状况、财务或其他方面或就此有关的任何其他事宜向投资者作出任何保证、声明或提出推荐建议；

- (v) 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;

投资者于处置（直接或间接）其为或将为实益拥有人（直接或间接）或根据招股章程所示为实益拥有人的任何相关股份时，将遵守本协议、上市规则及任何适用法律下不时适用的所有限制（如有）；

- (w) the Investor has conducted its own investigation with respect to the Company, the Group 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or the other Underwriters and none of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the other Underwriters or their respective associates, affiliates, directors, 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;

投资者已就公司、本集团、投资者股份及本协议规定的认购投资者股份的条款自行调查并就税务、监管、财务、会计、法律、货币及其他等与投资投资者股份有关的事宜及就投资者的合适性获得其认为必要或适宜或于其他方面使其信纳的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），且并无倚赖及无权倚赖公司或与全球发售有关的从本公司或任何独家整体协调人、独家全球协调人、独家保荐人或包销商处获得或代表其提供（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查或调查或其他意见或告慰函，公司、独家整体协调人、独家全球协调人、独家保荐人、其他包销商或彼等各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概无就任何税务、法律、货币或认购投资者股份的其他经济或其他后果或与买卖投资者股份有关的其他经济或其他后果承担任何责任；

- (x) it understands that no public market now exists for the Investor Shares, and that the Company, the Sole Overall Coordinator, the Sole Global Coordinator, and the Sole Sponsor have made no assurances that a public market will ever exist for the Investor Shares;

其了解，投资者股份目前并不存在公开市场，及公司、独家整体协调人、独家全球协调人及独家保荐人概无作出任何投资者股份将一直存在公开市场的保证；

- (y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

倘全球发售因任何原因而延迟或终止或并未完成，公司、独家整体协调人、独家全球协调人、独家保荐人或彼等各自的联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表不会对投资者或其附属公司产生责任；

- (z) the Company, the Sole Overall Coordinator and the Sole Sponsor will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offer and the International Placing, respectively;

本公司、独家整体协调人及独家保荐人将全权酌情决定变更或调整(i)根据全球发售将予发行的股份数目；及(ii)香港公开发售及国际配售的股份分配；

- (aa) 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 4.4;

投资者同意，总投资金额及相关经纪佣金及征费应于上市日期上午 8:00（香港时间）或根据第 4.4 条商定的其他日期支付；

- (bb) any trading in the 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

任何股份交易均须遵守适用法律，包括证券及期货条例、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对股份交易的限制；及

- (cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares.

除遵守本协议的限制以外的任何要约、出售、质押或其他转让，本公司将不会就相关股份予以确认。

6.2. The Investor further represents, warrants and undertakes to each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that:

投资者向公司、独家整体协调人、独家全球协调人及独家保荐人进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing 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;

其已根据注册成立所在地的法例正式注册成立、有效存续及有良好的信誉，且并无就其破产、清算或清盘提交呈请、作出指令或通过有效决议案；

- (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、租赁和经营其资产以及按现有方式开展业务的法律权利和权限；

- (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 and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

其具有充分的权力、权限和能力，并已采取所有措施（包括从任何政府和监管部门或第三方获得所有必要的同意，批准和授权）来签立和交付本协议，签订并执行本协议项下拟进行之交易并履行本协议下的义务，因此，除第 3.1 条规定的条件外，其履行本协议项下的义务无需任何政府和监管机构或第三方的同意、批准和授权；

- (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;

本协议已由投资者正式授权、签立及交付，并根据本协议的条款构成投资者须执行的合法、有效及具约束力的责任；

- (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;

其已采取且将于本协议期限内采取所有必要措施以履行本协议项下的责任及实行本协议及本协议项下拟进行之交易，并遵守所有相关法律；

- (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 are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

其已获得全部适用于投资者的任何相关法律订明的，且投资者就认购本协议项下的投资者股份而须取得的同意、批准、授权、许可及登记（“**批准**”）并完全有效、未被宣告无效、撤销、撤回或作废，且没有任何批准受制于任何尚未满足或履行的先决条件。投资人进一步同意并承诺，若任何该等批准不再完全有效或被宣告无效、撤销、撤回或作废，将立即以书面通知公司、独家整体协调人、独家全球协调人及独家保荐人；

- (g) the execution and delivery of this Agreement by the Investor and the performance by it of this Agreement and the subscription for or acquisition of (as the case may be) 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 or acquisition of (as the case may be) 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、履行本协议、认购或收购（视情况而定）投资者股份将不会触犯或导致投资者触犯(i)投资者的组织章程大纲及细则或其他组织或章程文件，或(ii)投资者就本协议项下之交易须遵守的任何司法权区的法例或就投资者认购或收购（视情况而定）投资者股份在其他方面分别适用于投资者的法例，或(iii)对投资者具法律约束力的任何协议或其他文件，或(iv)对投资者具管辖权的任何政府机构颁发的任何判决、命令或法令；

- (h) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for

the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已遵守且将遵守在与认购投资者股份有关的所有司法权区的全部适用法律，包括透过公司、独家整体协调人、独家全球协调人及 / 或独家保荐人直接或间接向联交所、证监会、中国证监会及/或其他政府、公共、财务或监管机关或机构或证券交易所（统称“**监管部门**”）提供、或引致或促使获提供所需信息，并协议及同意根据适用法律或监管部门不时要求于适用的规定的时间内披露有关本协议项下拟进行交易的所有资料（包括但不限于（i）投资者及其最终实益拥有人（如有）及 / 或负责作出认购投资者股份相关指示的人士的身份资料（包括但不限于其名称以及成立地）；（ii）本协议下拟进行的交易（包括但不限于投资者股份认购详情、投资者股份数量、投资总额以及本协议项下的禁售限制）；（iii）涉及投资者股份的任何交换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该交换安排或其他金融或投资产品的提供者的身分信息））；（iv）投资者或其实益拥有人和联络人与公司及其任何股东之间的任何关联关系（统称为，“**投资者相关信息**”））。投资者进一步授权公司、独家整体协调人、独家全球协调人、独家保荐人或彼等各自附属人士、董事、管理人员、员工、顾问和代表根据上市规则或适用法律的要求，或根据任何相关监管部门的要求，向此等监管部门和/或任何公开文件或其他公告或文件中提供任何与投资者相关信息；

- (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;

投资者拥有金融及业务事宜方面的知识及经验，以使(i)其可评估投资者股份潜在投资的优点及风险；(ii)其可承担有关投资的经济风险，包括投资投资者股份蒙受全盘损失；(iii)其已就决定是否投资投资者股份取得其认为必要或适合的所有资料；及(iv)其在投资处于类似发展阶段的公司的证券的交易方面具有丰富经验；

- (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 Sole

Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;

其日常业务为购买或销售股份或债权证或其为一名专业投资者，且通过订立本协议，就其项下拟进行之交易而言，其并非独家整体协调人、独家全球协调人或独家保荐人的客户；

- (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;

其作为其本身账户的主事人及出于投资目的按自行投资基准认购投资者股份，而其无意分派其根据本协议认购的投资者股份，且投资者无权提名任何人士为公司之董事或高级职员；

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

如在美国境外认购投资者股份，则其是在证券法 S 规例所指的“离岸交易”中进行，且其不是美籍人士，且并非为美籍人士或其利益而认购投资者股份；

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

投资者于一项豁免或毋须遵守证券法项下登记规定的交易中认购投资者股份；

- (n) the Investor and its 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; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, senior management, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules;



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；及(ii)并非公司的关连人士或相关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之关连人士，不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他订约方之间的任何关系且紧随完成后将独立于控制公司的任何人士及并非彼等的一致行动人士（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 有财务能力履行本协议项下的所有义务；(iv)并非由(a) 公司任何核心關連人士（定義見上市規則）或 (b) 公司、其任何董事、最高行政人員、高級管理人員、控股股東、主要股東或公司或其任何子公司的現有股東，或上述人士的紧密联系人（定義見上市規則）直接或间接拨资、资助或支持及并不惯常接受且未曾接受上述人士有关收购、出售、投票表决或以其他方式处置公司证券的指示；及(v) 与公司或其任何股东无任何关联连系，除非另有向公司、独家整体协调人、独家全球协调人及独家保荐人书面披露；以及不属于上市规则附录 F1 第 5 段所述人士的任何一类；

- (o) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

投资者将使用自有资金认购投资者股份，并且没有获得也不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

- (p) the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the Underwriters, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

各投资者、其实益拥有人及/或联系人均不是独家整体协调人、独家全球协调人、独家保荐人、账簿管理人、牵头经办人、包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券配售指引）所赋予的涵义；

- (q) 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 F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。“全权管理投资组合”一词具有上市规则附录六（股本证券的配售指引）赋予之涵义；

- (r) 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、其实益拥有人或彼等各自之联系人并非公司之董事（包括于之前 12 个月内任职的董事）、监事或现有股东或前述任何人士的联系人或代名人；

- (s) save as previously notified to the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing, neither the Investor nor its beneficial

owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

除先前以书面通知独家整体协调人、独家全球协调人及独家保荐人外，投资者或其实益拥有人均不属于 (a) 联交所 FINI 承配人名单范本所载或 FINI 介面或《上市规则》要求就承配人揭露的任何承配人类别（基石投资者除外）；或 (b) 依上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；

- (t) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

投资者与任何“分销商”（定义见 S 规例）并无就分配股份订立任何合约协议且将不会订立相关协议，惟与其附属人士订立者或取得公司事先书面同意的情况除外；

- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Guidance for New Listing Applicants published by the Stock Exchange;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及联交所刊发的《新上市申请人指南》的规定；

- (v) the aggregate holding (direct and indirect) of the Investor and its close associates (having the meaning under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

投资者及其紧密联系人（定义见上市规则）于公司全部已发行股份的合计持股量（直接及间接）不得导致公众人士（定义见上市规则）所持公司证券总额低于上市规则所要求或联交所另行批准的相关百分比；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any one of the Company, its subsidiaries or connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, or by any one of the Underwriters; 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、其实益拥有人及/或联系人概无在公司、附属公司或公司之任何关连人士、任何一名独家整体协调人、独家全球协调人、或独家保荐人或任何一名包销商的（直接或间接）资助下根据协议认购投资者股份；投资者及其各联系人（如有）各自独立于已参与或将参与全球发售的其他投资者及彼等任何联系人且与彼等概无关连；

- (x) except as provided for in this Agreement, 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;

除本协议所订明者外，投资者与任何政府机构或任何第三方概无就任何投资者股份订立任何安排、协议或承诺；及

- (y) save as previously disclosed to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

除先前以书面形式向公司、独家整体协调人、独家全球协调人及独家保荐人披露的情况外，投资者、其实益拥有人及/或联系人尚未且不会进行任何交换涉及投资者股份的安排或其他金融或投资产品；

- (z) none of the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

除了根据本协议，概无投资者或其任何紧密联系人通过累计投标程序已申请认购或被配售或将申请认购或将被配售任何全球发售下的股份。

- 6.3. The Investor represents and warrants to the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor and their respective affiliates 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 or on behalf of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor. 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 Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority, including the Stock Exchange, the SFC and the CSRC. 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、独家整体协调人、独家全球协调人及独家保荐人声明及保证，附表 2 所载有关其及其为成员公司的集团公司的描述以及向监管部门及/或公司、独家总体协调人、独家全球协调人、独家保荐人及其各自的联属人士的任何一方提供及/或应监管部门及/或要求提供的所有的投资者相关信息在所有方面均为真实、完整及准确且并无误导成分。在不影响第 6.1(b)条条文的情况下，投资者不可撤回地同意于公司、独家保荐人、独家全球协调人及独家整体协调人全权认为属必要时在公开文件、营销及路演材料以及公司、独家整体协调人及/或独家保荐人可能就全球发售刊发之有关其他公告中提述及加载其名称及本协议的全部或部分描述（包括附表 2 所载描述）。投资者承诺尽快提供与其、其拥有权（包括最终实益拥有权）及/或公司、独家整体协调人、独家全球协调人及/或独家保荐人可能合理要求之事宜相关的其他方面有关的其他资料及/或证明文件，以确保其/彼等遵守适用法律及/或公司或证券登记及/或主管监管部门（包括联交所及证监会）的要求。投资者谨此同意，于审阅投资者不时获提供有关全球发售的公开文件草拟本及其他营销材料中加载有关其及其为成员公司的集团公司的描述并作出投资者可能合理要求的有关修订（如有）后，投资者将被视为保证，有关其及其为成员公司的集团公司的描述在所有方面均为真实、完整及准确且并无误导成分。

- 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Underwriters, 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

投资者知悉第 6.1 及 6.2 条中的声明及承认乃根据香港法例及美国证券法之规定作出。投资者承认，公司、独家整体协调人、独家全球协调人、独家保荐人、包销商及彼等各自之附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及承认之真实性、完整性及准确性，且倘本协议所载任何保证、承诺、声明及承认在任何方面不再准确及完整或存在误导成分，其同意及时向公司、独家整体协调人、独家全球协调人及独家保荐人发出书面通知。

- 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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the other Underwriters, 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**", each an "**Indemnified Party**"), 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，投资者将针对因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人及合伙人就认购投资者股份的行为、或者与投资者股份或本协议事宜相关的任何对本协议的违反或被指控违反，或本协议项下的任何行为或不作为，或被指控的行为或不作为导致的任何及一切损失、讼费、开支、申索、诉讼、责任、法律程序或损害（“损害”）（包括任何获弥偿方以任何方式对上述申索、诉讼或法律程序提出申辩而可能遭受或导致的任何及一切成本、收费、损失或开支）向公司、独家整体协调人、独家全球协调人、独家保荐人及全球发售的其他包销商，各自代表其并代表其各自的联属人士，以及在证券法所指范围内控制其的任何人士及彼等各自的高级职员、董事、雇员、员工、联属人士、代理及代表（统称“获弥偿方”）按要求作出全额且有效的税后基准的弥偿且使其免受损害。

- 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. The Investor also acknowledges that the Company, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator and the Underwriters will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的相关保证、承诺、声明、协议、确认及承认应诠释为独立的保证、承诺、声明、协议、确认及承认并视为于上市日期。投资者确认公司、独家保荐人及包销商将依赖当中所载的投资者的陈述和确认的真实性、完整性和准确性，而如当中的任何保证、承诺、陈述或确认在任何重大方面不再准确和完整或具误导成份，则投资者同意，尽其合理努力，尽快以书面告知公司、独家保荐人、独家整体协调人及独家全球协调人。

- 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 Cayman Islands;

其已根据开曼群岛法例正式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;

其拥有全部权力、授权及能力并已采取规定的所有行动以订立本协议及履行本协议项下的责任；

- (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 4.3, 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 Shares then in issue and to be listed on the Stock Exchange;

于付款后及在第 5.1 条订明的禁售期规限下，投资者股份于根据第 4.3 条交付予投资者时将为缴足股份，并可自由转让，且不附带所有期权、留置权、押记、按揭、质押、

申索，股权、产权负担及其他第三者权利，及并与当时已发行及将于联交所上市的股份享有平等地位；

- (d) none of the Company and its controlling shareholders (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 Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and

本公司及其主要股东（定义见上市规则）、本集团之任何成员公司及彼等各自之联属人士、董事、高级职员、雇员或代理概无与任何投资者或其之联属人士、董事、高级职员、雇员或代理订立不符合上市规则（包括上市指南第4.15章）之任何安排或协议（包括附函）；及

- (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.

除本协议规定者外，本公司及本集团之任何成员公司以及彼等各自之联属人士、董事、高级职员、雇员或代理概无与政府机关或任何第三方就任何投资者股份订立任何安排、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 Shares in the International Placing.

公司承认、确认及同意投资者将依赖国际发售通函所载资料且投资者将就国际发售通函拥有与于国际配售中购买股份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 4.5;

根据第 3.2 或 4.6 条终止；

- (b) solely by the Company, or by each of the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (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 Placing (notwithstanding any provision to the contrary to this Agreement); or

(i)于投资者（或根据第 5.2 条转让投资者股份的投资者的全资附属公司）于国际配售截止时或之前或（尽管可能有任何与本协议相反之条文）严重违反本协议（包括严重违反投资者根据本协议作出的声明、保证、承诺及确认）或(ii)投资者在本协议项下的任何相应确认、陈述、承诺、保证或确认在任何方面不准确或不真实的情况下，由公司单独，或由独家整体协调人独家全球协调人、及独家保荐人各自终止；或

(c) with the written consent of all the Parties.

经所有订约方书面同意后终止。

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.

倘本协议根据第 7.1 条终止，订约方毋须继续履行彼等各自于本协议下的责任（惟下文所载第 8.1 条下的保密责任除外），而本协议订约方的权利及责任（除下文所载第 11 条下的权利外）应终止，订约方不得针对任何其他订约方提起任何申索，惟不影响任何订约方于终止时或之前就本协议条款对其他订约方享有之权利或承担之责任。

7.3. For the avoidance of doubt, indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

为免生疑问，投资者在此给予的弥偿保证将尽管本协议的终止继续有效。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密

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 Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议及投资者订立的非披露协议另有规定者外，未经其他订约方书面同意，任何订约方不得披露有关本协议或本协议项下拟进行之交易或涉及本公司、独家整体协调人、独家全球协调人、独家保荐人及投资者的任何其他安排的任何信息或就此刊发任何公告。尽管有上述规定，本协议可：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor 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 or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor in connection with the Global Offering;

向联交所、证监会及/或监管公司、独家整体协调人、独家全球协调人、及/或独家保荐人的其他监管机构披露，投资者的背景以及本公司与投资者的关系可能载于公司将予发布的公开文件，公司、独家整体协调人、独家全球协调人及/或独家保荐人就全球发售将予发布的营销、路演材料以及其他公告；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and

按应知方知基准披露予订约方的法律及财务顾问、核数师及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该订约方应(i)促使订约方的法律、财务及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理各自知悉及遵守本协议所载的所有保密责任；及(ii)对订约方的法律、财务及其他顾问及附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反任何该保密责任负责；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, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display 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.

由任何订约方按任何适用法律、对订约方拥有司法管辖权的任何政府机构（包括联交所、证监会及中国证监会）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向香港公司注册处提交以供登记，并使其可供展示）或任何政府机构的任何具约束力的判决、法令或规定可能规定的其他方式披露。

- 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.

投资者不得对本协议或其任何附属事项作出其他提述或披露，惟投资者提前就该披露的原则、形式及内容咨询本公司、独家整体协调人、独家全球协调人及独家保荐人以寻求其事先书面同意则除外。

- 8.3. The Company shall use its reasonable endeavours 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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 Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor and their respective counsels.

公司应尽其合理的努力，于刊发前为投资者提供任何公开文件中与本协议有关的任何声明、本公司与投资者的关系及投资者的一般背景资料以供审核。投资者应配合本公司、独家整体协调人、独家全球协调人及独家保荐人，以确保该公开文件中的所有提述属真实、完整、准确及不含误导成分，且公开文件并无遗漏重大数据，并应及时向本公司、独家整体协调人、独家全球协调人及独家保荐人以及其各自的顾问提供任何意见及核证文件。

- 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 Sole Overall Coordinator, the Sole Global Coordinator or the Sole Sponsor) 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, the Sole Overall Coordinator, the Sole Global Coordinator and/or the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者承诺及时提供编制按第 8.1 条所述须作出的任何披露合理要求的所有协助（包括提供与其、其拥有权（包括最终实益拥有权）及/或本公司、独家整体协调人、独家全球协调人或独家保荐人可能合理要求的与其所述事项有关的其他数据有关的进一步资料及/或证明文件），以(i)于公开文件中更新本协议日期后投资者的描述及核实该等提述；及(ii)使本公司、独家整体协调人、独家全球协调人和/或独家保荐人遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）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:

本协议发出的所有通告应以英文或中文书写，并按第 9 条所要求的方式发送至以下地址：

If to the Company, to:

如寄予本公司，则：

|                   |   |
|-------------------|---|
| Address 地址:       | Unit 03, 12/F<br>Tower 2 South Seas Centre<br>75 Mody Road<br>Kowloon Hong Kong |
| Attention 收件人:    | Mr. Liu Yong, Mr. Cheung Man Yu   |
| Email address 电邮: | derek@edayun.cn; michael@edayun.cn;<br>EDA-kunpeng@edayun.cn                    |

If to the Investor, to:

如寄予投资者，则：

Address 地址: Unit 14, Level 19,  
China World Office 1,  
No.1, Jianguomenwai Dajie,  
Chaoyang District,  
Beijing, China  
Attention 收件人: LIU Haoran  
Email address 电邮: sylvie.yang@reynoldlemkins.com ;  
haoran.liu@reynoldlemkins.com

If to CMB International, to:

如寄予招银国际，则：

Address 地址: 45<sup>th</sup> Floor, Champion Tower, 3 Garden Road, Central,  
Hong Kong  
Facsimile 传真: +852 3900 0865  
Attention 收件人: CMBI ECM  
Email address 电邮: ECMS@cmbi.com.hk

- 9.2. Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, when duly sent, and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, 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.

根据本协议发出的任何通告，均须由专人送递或以电邮或邮资已付的邮件发送。任何通告如以专人送递，当发送时即视为已送达；如以电邮发送，当在发送时间之后立即被视为已送达（根据发件人发送电子邮件的设备上记录，无论电邮是否被确认，除非发件人收到一封自动讯息表明电邮未被送达）；及如以邮资已付的邮件发送，（在没有提前接获的凭证下）于发送后 48 小时（或如以航空邮件发送，则为六天）被视为已送达。于非营业日的日子接获的任何通告应视为于下一个营业日接获。

## 10. GENERAL 一般事项

- 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.

各订约方确认及声明本协议已获其正式授权、签立及送递，并构成其合法、有效及有约束力的责任，并可根据其条款强制执行。除公司实施全球发售而可能要求的同意、批准及授权外，该订约方根据本协议履行其责任则毋须公司、股东或其他同意、批准或授权。各订约方进一步确认其可履行本协议所述的责任。

- 10.2. Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator 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，公司及独家整体协调人就投资者股份数目及发售价真诚作出的计算及决定就本协议而言为定论。

- 10.3. The Investor, the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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、本公司、独家整体协调人、独家全球协调人及独家保荐人应就任何就本协议或与此有关之事项而要求或可能要求的第三方的任何通知、同意及/或批准进行合作。

- 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.

除非本协议由所有订约方以书面形式签署或代为签署，否则不得更改或修订本协议。

- 10.5. 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 shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

除相关订约方以书面方式另行协议外，各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟本协议拟进行之任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方等额承担。

- 10.6. 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.

时间为本协议的要素，但本协议所述任何时间、日期或期间可由订约方透过书面协议延长。

- 10.7. 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.

不论是否根据第 4 条完成，只要本协议的所有条文可被执行或遵守，该等条文将继续具十足效力及有效，惟已执行的事项除外，除非彼等经订约方书面同意而终止。

- 10.8. 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.

除投资者订立的非披露协议之外，本协议构成与投资者于公司的投资有关的完整协议及各方共识。本协议取代与目标事项有关的所有先前承诺、保证、担保、声明、沟通、谅解及协议（不论书面或口头）。

- 10.9. To the extent otherwise set out in this clause 10.9, 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 10.9 条另有规定的情况下，并非本协议订约方的人士根据合约（第三者权利）条例无权执行本协议的任何条款，惟非按合约（第三者权利）条例而存在的第三者权利，以及第三者非按合约（第三者权利）条例而可获的补救，概不受合约（第三者权利）条例影响：

- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

获弥偿方可执行及倚赖第 6.5 条，犹如获弥偿方为本协议的一方。

- (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 10.9(a).

在未经第 10.9(a)分条所述人士的同意下，本协议可被终止或撤销且任何条款可被修订、更改或放弃。

- 10.10. Each of the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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. Such Sole Overall Coordinator, Sole Global Coordinator or Sole Sponsor shall remain liable for all acts and omissions of any of their affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

独家整体协调人、独家全球协调人及独家保荐人各自均有权及获授权按其认为合适的方式及条款将所有或任何相关权利、责任、权力及酌情权转授予任何一名或多名联属人士（不论任何该等转授有否正式手续且毋须向公司或投资者发出事先通知），惟尽管有相关转授，该独家整体协调人、独家全球协调人或独家保荐人应对其根据本分条文获转授相关权利、责任、权力及酌情权的任何联属人士的所有行为及疏忽负责。

- 10.11. 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.

订约方延迟行使或未行使或强制执行（全部或部分）本协议或法律规定的任何权利，不应被视为解除或放弃权利或以任何方式限制该订约方进一步行使或强制执行该项权利或任何其他权利的能力。单独或部分行使任何相关权利或补救措施并不妨碍权利的任何其他行使或进一步行使或行使任何其他权利或补救措施。本协议所规定的权利、权力及补救措施可累积且不排斥任何权利、权力及补救措施（不论是否由法律或以其他方式所规定）。不得豁免或暗示豁免任何违反本协议任何条文的行为，除非该豁免是以书面形式提出且由提出豁免的订约方签署。

10.12. 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:

倘于任何时间本协议的任何条文根据任何司法权区的法律在任何方面成为非法、无效或不可执行，则不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

本协议的任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议任何其他条文根据任何其他司法权区的法律的合法性、有效性或可执行性。

10.13. 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.

本协议对订约方及其各自的继任人、遗嘱执行人、管理人、继承人及允许的受让人具有约束力，且仅为彼等的利益而发生效力，而其他人士不得根据本协议或凭借本协议获取或拥有任何权利。除内部重组或重组之目的外，任何订约方不得指派或转让本协议项下所有或任何部分利益或权益或权利。本协议下的责任不可转让。

10.14. 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, the Company, the Sole Overall Coordinator, the Sole Global Coordinator and the Sole Sponsor 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.

在不影响就其他订约方遭受的所有损失及损害而向投资者提出申索的所有权利下，倘投资者于上市日期或之前所作的任何保证遭任何违反，尽管可能有任何与本协议相反之条文，本公司、独家整体协调人、独家全球协调人及独家保荐人有权撤销本协议，且本协议订约方的所有责任应立即终止。

10.15. 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.

各订约方向其他订约方承诺，其将执行及履行且促使其执行及履行实施本协议条款及其项下拟进行交易可能所需的有关其他文件及行为。

## 11. **GOVERNING LAW AND JURISDICTION** 规管法律及司法权区

11.1. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

本协议及订约方之间的关系将受香港法例规管并按此诠释。

11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof 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 and the governing law of the arbitration proceedings shall be Hong Kong law. 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.

因本协议而产生或与本协议有关之任何纠纷、争议或申索或其违约、终止或无效（“争议”）均应根据于提交仲裁申请当日生效的香港国际仲裁中心管辖的仲裁规则通过仲裁解决。仲裁地点应为香港，且仲裁程序的依据香港法律。仲裁员为三名及仲裁程序的语言应为中文。仲裁法庭的裁定及裁决应为最终结果并对订约方具约束力，及可于任何具管辖权的法院登记及执行，且在可有效放弃的情况下，订约方不可撤销及无条件放弃任何形式的上诉、审查或诉诸任何司法机关的任何及所有权利。即使有上述条文，在指定仲裁法庭前，订约方有权向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。在并不损及国家法院管辖下可能获得的临时补救措施的情况下，仲裁法庭可全权向订约方授出临时补救措施或作出命令，要求法院修改或撤销该法院颁布的任何临时或初步救济，并就任何一方未能遵守仲裁法庭的命令判定损害赔偿。

## 12. **IMMUNITY** 豁免权

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), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

倘投资者因主权或管治地位或其他方面而为其本身或其资产、财产或收益于任何司法权区的任何诉讼（包括仲裁程序）已申索或可申索豁免任何行动、诉讼、诉讼程序或其他法律程序（包括仲裁程序）、抵销或反诉，任何法院的司法管辖权、递交法律程序文件、随附或促进执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）、或授予任何救济或执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）的其他行动，或倘于任何有关诉讼程序中，任何该等豁免（不论是否申索）可归因于其本身或其资产、财产或收益，投资人 谨此不可撤回及无条件放弃并同意不会就任何有关诉讼程序申请或申索任何有关豁免。

### 13. COUNTERPARTS 副本

- 13.1. 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 telexcopy shall be an effective mode of delivery.

本协议可以任何数目副本及由有关订约方按独立副本形式签署。各副本为原始版本，惟所有副本共同构成一份相同文据。通过电邮附件（PDF）或传真递交本协议已签署副本签署页应为有效的递交形式。

### 14. LANGUAGE 语言

This Agreement shall be executed in English with Chinese translation. In the event of any discrepancy between the English language version and the Chinese language version of this Agreement, the English language version of this Agreement shall prevail.


本协议将以英文签署并附有中文翻译。如本协议的英文版和中文版出现任何不符之处，以本协议的英文版为准。

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

兹证明，各订约方已由其正式授权签署人于本协议文首所载的日期签署本协议。

**FOR AND ON BEHALF OF 为及代表:**  
**EDA GROUP HOLDINGS LIMITED**  
由以下人士签署:

By:



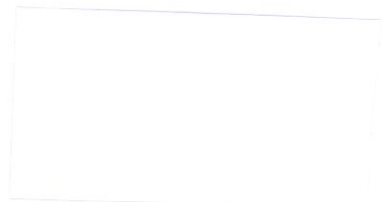
\_\_\_\_\_  
Name 姓名: Liu Yong 刘勇  
Title 职衔: Director 董事



**FOR AND ON BEHALF OF 为及代表:**  
**The Reynold Lemkins Group (Asia)**  
**Limited**

由以下人士签署:

By:   
Name 姓名: LIU Haoran  
Title 职衔: Director

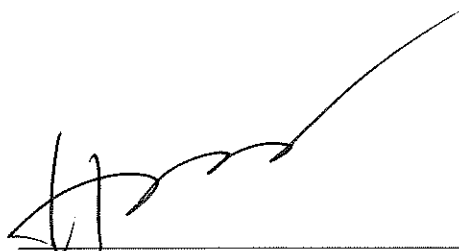


**FOR AND ON BEHALF OF 为及代表:**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
**招银国际融资有限公司**  
由以下人士签署:



By:

Name 姓名: SIU Sin Wai, Selwyn  
Title 职衔: Managing Director



By:

Name 姓名: XU Shuhun  
Title 职衔: Executive Director

**SCHEDULE 1 附表 1**  
**INVESTOR SHARES 投资者股份**

**Number of Investor Shares**

**投资者股份数目**

The number of Investor Shares shall be (1) Hong Kong dollar 23,500,000.00 (inclusive of the Brokerage and the Levies in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 1,000 Shares.

投资者股份数目等于(1)港币 23,500,000.00 元（含投资者就投资者股份支付的经纪佣金及征费），除以(2)发售价（约减至最接近每手 1,000 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offer, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Placing and the Hong Kong Public Offer. If the total demand for Shares in the Hong Kong Public Offer falls within the circumstance as set out in the section headed “Structure and Conditions of the Global Offering – The Hong Kong Public Offer – Reallocation” 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 Offer. Further, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders.

根据上市规则第 18 项应用指引第 4.2 段及联交所所授予的豁免（如有），倘香港公开发售超额认购，供投资者根据本协议认购的投资者股份数目可能受到国际配售与香港公开发售之间股份重新分配的影响。倘香港公开发售的股份总需求符合公司最终招股章程中「全球发售的架构—香港公开发售—重新分配」一节所载的情况，投资者股份数目可能按比例减少以满足香港公开发售的公众需求。此外，为满足上市规则第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50%在上市日由公众持有的股份），独家整体协调人、独家全球协调人和独家保荐人及公司可全权酌情调整投资者股份数量的分配。

**SCHEDULE 2 附表 2**  
**PARTICULARS OF INVESTOR 投资者详情**

**The Investor**

投资者

|  |  |
|--|--|
| Place of incorporation:<br>注册成立地点:   | Hong Kong  |
| Certificate of incorporation number:<br>统一社会信用代码:  | 2998531  |
| Business registration number:<br>商业登记号码:   | 72441313   |
| Business address and telephone number and contact person:<br>营业地址、电话号码、联系人:              | 营业地址: Unit 14, Level 19, China World Office 1, No.1, Jianguomenwai Dajie, Chaoyang District, Beijing, China<br><br>联系人: 刘浩然<br><br>电话: 86 15010703067  |
| Principal activities:<br>主要业务:   | Investment and consultancy   |
| Description of the Investor for insertion in the Prospectus:<br>于公开文件中插入的投资者描述:          | The Reynold Lemkins Group (Asia) Limited (“ <b>Reynold Lemkins</b> ”) is an investment institution established in Hong Kong in 2020. Reynold Lemkins principally engaged in investment activities in capital markets, and is committed to providing long-term value to and industrialization of its invested companies from a long-term perspective.<br><br>Reynold Lemkins is wholly owned by Mr. Liu Haoran, an Independent Third Party of our Group. Mr. Liu Haoran is currently an executive director of Reynold Lemkins, responsible for equity and strategic investments, capital operations in the new economy and technology sector. |
| Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI | Cornerstone investor   |

placee list template or required to be disclosed by the FINI interface in relation to placees):

相关投资者类别（根据要求包含在联交所的 FINI 承配人名单范本中或要求 FINI 介面披露与承配人相关的资讯）：

**EDA GROUP HOLDINGS LIMITED**

**CMB INTERNATIONAL CAPITAL LIMITED**

**THE JOINT BOOKRUNNERS AND JOINT LEAD MANAGERS  
WHOSE NAMES ARE SET OUT IN THE RECITALS**

**THE CONTROLLING SHAREHOLDERS AND EXECUTIVE  
DIRECTORS**

(whose names appear in **Schedule 1** hereto)

**THE HONG KONG UNDERWRITERS**  
(whose names appear in **Schedule 2** hereto)

**AND**

**THE CAPITAL MARKET INTERMEDIARIES WHOSE NAMES ARE  
SET OUT IN THE RECITALS**

---

**HONG KONG UNDERWRITING AGREEMENT**

**RELATING TO A HONG KONG PUBLIC OFFER OF INITIALLY 9,763,000 SHARES IN EDA  
GROUP HOLDINGS LIMITED, BEING PART OF A GLOBAL OFFERING OF INITIALLY  
97,625,000 SHARES**

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**DEACONS**  
**的近律師行**

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**THIS AGREEMENT** is made on May 17, 2024

**BETWEEN:**

- (1) **EDA GROUP HOLDINGS LIMITED** (previously named as EDA Cloud Technology Holdings Limited (易達雲科技控股有限公司)), a company in the Cayman Islands with limited liability incorporated on September 17, 2020, whose registered address is Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the “**Company**”);
- (2) **CMB INTERNATIONAL CAPITAL LIMITED**, whose address is at 45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMBI**”, “**Sole Sponsor**”, “**Sponsor-OC**”, “**Sole Overall Coordinator**” and “**Sole Global Coordinator**”);
- (3) **ABCI CAPITAL LIMITED**, whose address is at 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong (“**ABCI Capital**”);
- (4) **ABCI SECURITIES COMPANY LIMITED**, whose address is at 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong (“**ABCI Securities**”);
- (5) **BOCI ASIA LIMITED**, whose address is at 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong (“**BOCI**”);
- (6) **CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**, whose address is at 35/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong (“**CEB**”);
- (7) **CHINA GALAXY INTERNATIONAL SECURITIES (HONG KONG) CO., LIMITED**, whose address is at 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong (“**CGIS**”);
- (8) **QUAM SECURITIES LIMITED**, whose address is at 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong (“**Quam**”);
- (9) **EDDID SECURITIES AND FUTURES LIMITED**, whose address is at 21/F, Citic Tower, 1 Tim Mei Avenue, Central, Hong Kong (“**Eddid**”);
- (10) **FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**, whose address is at 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong (“**Futu**”);
- (11) **TIGER BROKERS (HK) GLOBAL LIMITED**, whose address is at 1/F, No. 308 Des Voeux Road Central, Sheung Wan, Hong Kong (“**Tiger**”);
- (12) **PATRONS SECURITIES LIMITED**, whose address is at Unit 3214, 32/F, Cosco Tower, 183 Queen’s Road Central, Sheung Wan, Hong Kong (“**Patrons**”);
- (13) **RUIBANG SECURITIES LIMITED**, whose address is at 9/F, Sang Woo Building, 227-228 Gloucester Road, Wanchai, Hong Kong (“**Ruibang**”);  
  
(CMBI, ABCI Capital, BOCI, CEB, CGIS and Quam are collectively known as the “**Joint Bookrunners**”)  
  
(CMBI, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang are collectively known as the “**Joint Lead Managers**”)  
  
(CMBI, ABCI Capital, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang are collectively known as the “**Capital Market Intermediaries**”)
- (14) **THE CONTROLLING SHAREHOLDERS AND EXECUTIVE DIRECTORS** whose names and addresses are set out in **Schedule 1**; and



- (15) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in **Schedule 2** (the “**Hong Kong Underwriters**”).

**RECITALS:**

- (A) The Company was incorporated in Cayman Islands as an exempted company with limited liability on September 17, 2020, and the Company was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (as defined below) on January 6, 2021. As of the date hereof, the Company has an authorised share capital of US\$10,000,000 divided into 1,000,000,000 Shares (as defined below), of which 228,210 Shares are in issue.
- (B) As of the date hereof, the Company is legally and beneficially owned as to approximately (i) 44.5% by EDA Shine (as defined below), which is owned as to (a) 1.0% by Edaurora Holdings Limited and in turn wholly owned by Liu Yong and (b) 99.0% by Skyline Investment (as defined below) and in turn wholly owned by the Liu Yong Trust (as defined below), and (ii) 51.9% collectively by members of the Lesso Consortium (Mr. Liu Yong, EDA Shine, Skyline Investment, Edaurora Holdings Limited and members of the Lesso Consortium are collectively known as the “**Controlling Shareholders**”).
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer Shares: (i) to the public in Hong Kong in the Hong Kong Public Offer; and (ii) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act to institutional and professional investors and other investors in the International Placing. As part of the International Placing, the Company also proposes to offer the Lesso Reserved Shares to the Lesso Qualifying Shareholders in the Lesso Preferential Offering. CMBI is acting as the **Sole Sponsor**, the **Sponsor-OC**, the **Sole Overall Coordinator** and the **Sole Global Coordinator**. CMBI, ABCI Capital, BOCI, CEB, CGIS and Quam are acting as the **Joint Bookrunners**. CMBI, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang are acting as the **Joint Lead Managers**.
- (D) In conjunction with the Global Offering, the Company has made an application to the Stock Exchange for the listing of, and permission to deal in, the Shares in issue and to be issued under the Global Offering (including, for the avoidance of doubt, any additional Shares to be issued pursuant to any exercise of the Over-Allotment Option), the Shares to be issued under the Capitalization Issue and the Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and any options that may be granted under the Post-IPO Share Option Scheme, and the vesting of the RSUs granted under the Pre-IPO RSU Plan and any RSU(s) which may be granted under the Post-IPO RSU Plan on the Main Board of the Stock Exchange.
- (E) The Hong Kong Underwriters have agreed to severally underwrite the Hong Kong Public Offer upon and subject to the terms and conditions hereinafter contained. For the avoidance of doubt, the Lesso Reserved Shares (which will form part of the International Placing Shares) are expected to be underwritten by the International Underwriters (but not the Hong Kong Underwriters), which will be dealt with in the International Placing Agreement.
- (F) In consideration of the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Hong Kong Underwriters and the Capital Market Intermediaries having agreed to enter into this Agreement and to perform their respective obligations hereunder, the Warrantors have agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of (among others) the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Hong Kong Underwriters and the Capital Market Intermediaries.
- (G) The Company, the Controlling Shareholders, the Executive Directors, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the International Underwriters and the Capital Market Intermediaries intend to enter into the International Placing Agreement providing for the International Underwriters and the Capital Market

Intermediaries to severally purchase or procure investors to purchase Shares offered by the Company in the International Placing (including the Lesso Preferential Offering), upon and subject to the terms and conditions therein contained. The Company further intends to grant the Over-Allotment Option to the International Underwriters (exercisable by the Sole Overall Coordinator and the Sole Global Coordinator on behalf of the International Underwriters) to severally purchase or procure investors to purchase from the Company such number of Option Shares as may be necessary to cover any over-allocations made in the International Placing, upon and subject to the terms and conditions of the International Placing Agreement.

- (H) The Company has appointed Tricor Investor Services Limited to act as the Hong Kong Share Registrar for the Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited and China CITIC Bank International Limited as the receiving banks in relation to the Hong Kong Public Offer and the Lesso Preferential Offering and CMB Wing Lung (Nominees) Limited and The Ka Wah Bank (Nominees) Limited to act as the nominees to hold the application monies received by the receiving banks under the Hong Kong Public Offer and the Lesso Preferential Offering.
- (J) Written resolutions were passed by the board of directors of the Company on May 8, 2024, pursuant to which, inter alia, the Directors approved, and any Director was authorized to sign on behalf of the Company, this Agreement and other relevant documents in connection with the Global Offering.

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 May 23, 2024, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

“**Accepted Hong Kong Public Offer Application(s)**” means the Hong Kong Public Offer Applications which are from time to time been accepted in whole or in part, pursuant to Clause 4.5;

“**Accepted Lesso Preferential Offering Application(s)**” means the Lesso Preferential Offering Applications which are 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 Stock Exchange of the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange (including, for the avoidance of doubt, any additional Shares to be issued pursuant to any exercise of the Over-Allotment Option), the Shares to be issued under the Capitalization Issue and the Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and any options that may be granted under the Post-IPO Share Option Scheme, and the vesting of the RSUs granted under the Pre-IPO RSU Plan and any RSU(s) which may be granted under the Post-IPO RSU Plan;

“**Agreement Among Hong Kong Underwriters**” means the agreement among the Hong Kong Underwriters in relation to the Hong Kong Public Offer;

“**Agreement Among International Underwriters**” means the agreement among the International Underwriters in relation to the International Placing;

“**Agreement Between Syndicates**” means the agreement between International and Hong Kong underwriting syndicates in relation to the Global Offering;

“**Application Lists**” means the application lists in respect of the Hong Kong Public Offer and the Lesso Preferential Offering referred to in Clause 4.4;

“**Application Proof**” means the application proofs of the prospectus of the Company posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on June 26, 2023 and February 27, 2024;

“**Approvals and Filings**” means any approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, permissions, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales;

“**Articles of Association**” means the articles of association of the Company adopted by way of resolutions passed by written resolutions of the shareholders of the Company on May 14, 2024, which will take effect from the Listing Date, as amended from time to time;

“**Assured Entitlement**” means the entitlement of the Lesso Qualifying Shareholder(s) to apply for the Lesso Reserved Shares on an assured basis pursuant to the Lesso Preferential Offering to be determined on the basis of their respective shareholdings in Lesso at 4:30 p.m. on the Record Date;

“**Australia Legal Advisers**” means McCullough Robertson, the legal advisers of the Company with respect to Australia law;

“**Authority**” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the SFC, the CSRC), 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 or foreign, of any relevant jurisdictions, including, without limitation, Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales;

“**Board**” means the board of Directors;

“**Brokerage**” means the brokerage at the rate of 1% 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, Sunday or a public holiday) on which banking institutions in Hong Kong are open generally for normal banking business;

“**BVI**” means British Virgin Islands;

“**Canada Legal Advisers**” means Dentons Canada LLP, the legal advisers of the Company with respect to Canada law;

“**Capital Market Intermediaries**” means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;

“**Capitalization Issue**” means the allotment and issue of 342,086,790 Shares to be made upon the capitalization of certain sums standing to the credit of the share premium account of the Company as further described in “Appendix IV – Statutory and General Information – A. Further Information about our Company and our Subsidiaries — 3. Resolutions in writing of all our Shareholders passed on May 14, 2024” in the Hong Kong Prospectus;

“**Cayman Registrar Agreement**” means the agreement dated May 8, 2024 entered into between the Company and the Cayman Share Registrar;

“**Cayman Share Registrar**” means Tricor Services (Cayman Islands) Limited;

“**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;

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

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

“**Condition(s)**” means the conditions precedent set out in Clause 2.1;

“**Conditions Precedent Document(s)**” means the documents listed in Part A and Part B of **Schedule 4**;

“**Controlling Shareholders**” means the controlling shareholder(s) (as defined under the Listing Rules) of the Company, whose names appear in **Schedule 1**;

“**Cornerstone Investment Agreements**” means (i) a cornerstone investment agreement dated May 14, 2024 entered into among the Company, CPIC Investment Management (H.K.) Company Limited and CMBI; and (ii) a cornerstone investment agreement dated May 14, 2024 entered into among the Company, The Reynold Lemkins Group (Asia) Limited and CMBI, as described in the Hong Kong Prospectus;

“**Cornerstone Investors**” means (i) CPIC Investment Management (H.K.) Company Limited; and (ii) The Reynold Lemkins Group (Asia) Limited;

“**Cornerstone Placing**” means the subscription by the Cornerstone Investors (or cause their designated entities at the Offer Price for a certain number of Offer Shares;

“**CSRC**” means China Securities Regulatory Commission of the PRC\* (中國證券監督管理委員會);

“**CSRC Archive Rules**” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“**CSRC Filing Report**” means the filing reports of the Company in relation to the Global Offering and the Listing, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on June 27, 2023 pursuant to Article 13 of the CSRC Filing Rules;

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“**CSRC Filing(s)**” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“**CSRC Rules**” means the CSRC Filing Rules and the CSRC Archive Rules;

“**Deed of Indemnity**” means the deed of indemnity dated May 17, 2024 and executed by the Controlling Shareholders in favor of the Company (for itself and as trustee for its subsidiaries), particulars of which are set out in “Appendix IV – Statutory and General Information – H. Other Information – 1. Tax and other indemnities” in the Hong Kong Prospectus;

“**Deed of Non-competition**” means the deed of non-competition entered into by the Controlling Shareholders in favour of the Company (for itself and as trustee for its subsidiaries), as further described under “Relationship with our Controlling Shareholders” in the Hong Kong Prospectus;

“**Director(s)**” means the director(s) of the Company whose names are set out in “Directors and Senior Management” of the Hong Kong Prospectus;

“**Disclosure Package**” shall have the meaning ascribed thereto in the International Placing Agreement;

“**EDA Shine**” means EDA Shine International Limited, a company incorporated under the laws of BVI on November 12, 2020, which is owned as to (a) 1.0% by Edaurora Holdings Limited and in turn wholly owned by Liu Yong and (b) 99.0% by Skyline Investment and in turn wholly owned by Sovereign Fiduciaries (Hong Kong) Limited as trustee of the Liu Yong Trust, and is one of the Controlling Shareholders;

“**Encumbrance**” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind;

“**England and Wales Legal Advisers**” means DKLM LLP, the legal advisers of the Company with respect to England and Wales law;

“**Environmental, Social and Governance Consultant**” and “**ESG Consultant**” means Shanghai WeCarbon PG Advisory Co., Ltd.;

“**Executive Director(s)**” means the executive director(s) of the Company whose names appear in **Schedule 1**;

“**extreme condition(s)**” means any extreme condition(s) caused by a super typhoon as announced by the government of Hong Kong from time to time;

“**Final Offering Circular**” shall have the meaning ascribed thereto in the International Placing Agreement;

“**FINI**” means Fast Interface for New Issuance, a software platform developed by HKSCC to manage the Listing settlement process;

“**FINI Agreement**” means the agreement dated April 29, 2024 entered into between the Company and HKSCC;

“**Formal Notice**” means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offer and the Lesso Preferential Offering pursuant to the Listing Rules;

“**Global Offering**” means the Hong Kong Public Offer and the International Placing (including the Lesso Preferential Offering);

“**Group**” means the Company and the Subsidiaries at the relevant time, and, where the context requires, in respect of the period prior to the Company becoming the holding company of its present Subsidiaries, such Subsidiaries at the relevant time; and the expression “member(s) of the Group” shall be construed accordingly;

“**Group Company(ies)**” means a member of the Group;

“**Guide for New Listing Applicants**” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**HK eIPO Blue Form Service**” means the application for Lesso Reserved Shares to be issued in the applicant’s own name by submitting applications online through the designated website at [www.hkeipo.hk](http://www.hkeipo.hk);

“**HK eIPO Blue Form Service Provider**” means Tricor Investor Services Limited, the HK eIPO Blue Form Service provider designated by the Company;

“**HK eIPO White Form Service**” means the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted through the IPO App or the designated website at [www.hkeipo.hk](http://www.hkeipo.hk);

“**HK eIPO White Form Service Provider**” means Tricor Investor Services Limited, the HK eIPO White Form Service provider designated by the Company;

“**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 Share(s)**” means 9,763,000 new Shares being initially offered by the Company under the Hong Kong Public Offer, 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 Offer, to be issued by the Company on the Hong Kong Prospectus Date;

“**Hong Kong Prospectus Date**” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around May 20, 2024;

“**Hong Kong Public Offer**” means the offering and sale of the Hong Kong Offer Shares to the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offer Documents;

“**Hong Kong Public Offer Application(s)**” means applications to subscribe for Hong Kong Offer Shares made online via the HK eIPO White Form Service in the IPO App (which can be downloaded by searching “IPO App” in App Store or Google Play or downloaded at [www.hkeipo.hk/IPOApp](http://www.hkeipo.hk/IPOApp) or [www.tricorglobal.com/IPOApp](http://www.tricorglobal.com/IPOApp)) or through the HK eIPO White Form Service at [www.hkeipo.hk](http://www.hkeipo.hk), or through HKSCC EIPO channel (where the applicant’s broker or custodian who is a HKSCC Participant will submit an EIPO application on the applicant’s behalf through HKSCC’s FINI system) to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms of the Hong Kong Public Offer Documents, including for the avoidance of doubt Hong Kong Underwriter’s Applications;

“**Hong Kong Public Offer Document(s)**” means the Hong Kong Prospectus, the Formal Notice, the OC Announcement and, in each case, all amendments or supplements thereto;

“**Hong Kong Public Offer Over-Subscription**” has the meaning ascribed to it in Clause 4.11;

“**Hong Kong Public Offer Under-Subscription**” has the meaning ascribed to it in Clause 4.6;

“**Hong Kong Public Offer 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 2 to the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6 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 2;

“**Hong Kong Share Registrar**” means Tricor Investor Services Limited;

“**Hong Kong Underwriter(s)**” means the persons whose names appear in Schedule 2;

“**Hong Kong Underwriter’s Application**” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offer Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Public Offer Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“**Incentive Fee**” has the meanings prescribed thereto in Clause 6.1;

“**Industry Consultant**” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.;

“**Internal Control Consultant**” means BDO Risk Advisory Services Limited;

“**International Placing**” means the conditional placing of the International Placing Shares with professional and institutional investors for cash at the Offer Price, and outside the United States to investors that are not U.S. Persons nor persons acquiring for the account or benefit of U.S. Persons in offshore transactions in reliance on Regulation S and the applicable laws of the jurisdiction where those offers and sales occur, subject to the terms and conditions of the International Placing Agreement and the Offering Documents. The Lesso Preferential Offering forms part of the International Placing;

“**International Placing Agreement**” means the International Placing Agreement relating to the International Placing expected to be entered into between, inter alia, the Company, the Controlling Shareholders, the Executive Directors, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the International Underwriters and the Capital Market Intermediaries;

“**International Placing Share(s)**” means the 87,862,000 new Shares expected to be initially offered by the Company for purchase by, or by purchasers procured by, the International Underwriters under the International Placing (including the Lesso Reserved Shares under the Lesso Preferential Offering), subject to adjustment and reallocation in accordance with the International Placing Agreement;

“**International Placing Underwriting Commitment**” means, in relation to any International Underwriter, the number of International Placing Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Placing Agreement, subject to adjustment and reallocation in accordance with the International Placing Agreement and subject to the Over-Allotment Option;

“**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;

“**International Underwriter(s)**” mean the persons named as such in the International Placing Agreement;

**“IPO App”** means the mobile application for the HK eIPO White Form Service which can be downloaded by searching “IPO App” in App Store or Google Play or downloaded at [www.hkeipo.hk/IPOApp](http://www.hkeipo.hk/IPOApp) or [www.tricorglobal.com/IPOApp](http://www.tricorglobal.com/IPOApp);

**“Joint Bookrunner(s)”** means CMBI, ABCI Capital, BOCI, CEB, CGIS and Quam, the joint bookrunners in relation to the Global Offering;

**“Joint Lead Manager(s)”** means CMBI, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang, the joint lead managers in relation to the Global Offering;

**“Law(s)”** means any and all national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, codes, regulations or rules (including, without limitation, any and all regulations, rules, orders, judgments, decrees, rulings, opinions, guidelines, opinions, notices, policies, consents, 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) of all relevant jurisdictions (including, without limitation, Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales), each as amended, supplemented or otherwise modified from time to time;

**“Lesso”** means China Lesso Group Holdings Limited (中國聯塑集團控股有限公司) (stock code: 2128), formerly known as China Liansu Group Holdings Limited, an exempted company incorporated in the Cayman Islands with limited liability on November 5, 2009, the shares of which are listed on the Main Board of the Stock Exchange;

**“Lesso Beneficial Shareholder(s)”** means any beneficial owner(s) of ordinary shares in the share capital of Lesso which are registered, as shown in the register of members of Lesso, in the name of a registered Lesso Shareholder at 4:30 p.m. on the Record Date;

**“Lesso Consortium”** means (i) LS DiDi Network Technology Limited; (ii) Samanea China Holdings Limited; (iii) Lesso Home International Holdings Limited; (iv) China Lesso Group Holdings Limited; (v) Mr. Wong Luen Hei; (vi) Ms. Zuo Xiaoping; (vii) Zhan Hua Limited; (viii) Mr. Zuo Manlun; (ix) Dawnhill Group Limited; (x) Mr. Luo Jianfeng; (xi) LittleBear Investment Limited; (xii) Mr. Cheung Man Yu; (xiii) QCJJ Group Limited; (xiv) QCZC Group Limited; (xv) Ms. Tang Jia Jia; (xvi) QCBM Group Limited; and (xvii) Mr. Qian Yu Cheng, each a Controlling Shareholder;

**“Lesso Non-Qualifying Shareholder(s)”** means Lesso Shareholder(s) whose name(s) appeared on the register of members of Lesso at 4:30 p.m. on the Record Date whose address(es) as shown in such register is/are in, or Lesso Shareholder(s) or Lesso Beneficial Shareholder(s) at that time who is/are otherwise known by Lesso to be resident(s) of, any of such jurisdiction(s) outside Hong Kong which Lesso and the Company consider it necessary or expedient, taking into account of the legal restrictions under the applicable laws or requirements of the relevant regulatory body or stock exchange of such jurisdiction(s), to exclude the Lesso Shareholder(s) with registered addresses within such jurisdiction(s) from the Lesso Preferential Offering;

**“Lesso Preferential Offering”** means the preferential offering to the Lesso Qualifying Shareholder(s) for subscription of the Lesso Reserved Shares at the Offer Price on and subject to the terms and conditions stated herein, the International Placing Agreement and the Lesso Preferential Offering Documents, being part of the International Placing;

**“Lesso Preferential Offering Applications”** means the applications to subscribe for the Lesso Reserved Shares made through the HK eIPO Blue Form Service at [www.hkeipo.hk](http://www.hkeipo.hk) and accompanied by cheques or cashier’s orders for the full amount payable that are honoured on first presentation and otherwise made in compliance with the terms of the Lesso Preferential Offering Documents;



“**Lesso Preferential Offering Documents**” means the Hong Kong Prospectus, the Formal Notice, the OC Announcement and any announcements issued by Lesso in relation to the Assured Entitlement and the Lesso Preferential Offering and, in each case, all amendments or supplements thereto;

“**Lesso Qualifying Shareholder(s)**” means Lesso Shareholder(s) whose name(s) appeared on the register of members of Lesso at 4:30 p.m. on the Record Date, other than the Lesso Non-Qualifying Shareholder(s);

“**Lesso Reserved Shares**” means the 4,882,000 Offer Shares offered by the Company to the Lesso Qualifying Shareholder(s) as the Assured Entitlement at the Offer Price under the Lesso Preferential Offering, being part of the International Placing;

“**Lesso Shareholder(s)**” means holder(s) of ordinary shares in the share capital of Lesso;

“**Listing Committee**” means the listing committee of the Stock Exchange;

“**Listing Date**” means the first day on which the Shares commence trading on the Main Board of the Stock Exchange (which is expected to be on May 28, 2024);

“**Listing Rules**” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the Guide for New Listing Applicants, the listing decisions, guidance letters, guidelines and other requirements of the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**Liu Yong Trust**” means the discretionary trust established by Mr. Liu Yong (as the settlor) with Sovereign Fiduciaries (Hong Kong) Limited, which is a professional trust company and an independent third party of the Group, as the trustee, for the benefit of Mr. Liu Yong and Edaurora Holdings Limited;

“**Lock-up Deed**” means the lock-up deed dated May 17, 2024, entered into among the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and Mr. Zhang Yunqing, pursuant to which Mr. Zhang Yunqing has provided the undertakings as described under the section headed “Underwriting – Underwriting Arrangements and Expenses – Undertakings given to the Hong Kong Underwriters – By the Relevant Shareholder” of the Hong Kong Prospectus;

“**Material Adverse Change**” means any material adverse change or material adverse effect, or any development involving a prospective material adverse change or material adverse effect, in or affecting (i) the assets, liabilities, business, trading position, earnings, properties, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition (financial, operational or otherwise) or performance of any member of the Group taken as a whole, and (ii) the ability of the Company to perform its obligations under this Agreement and the International Placing Agreement, including the issuance and sale of the Offer Shares, or to consummate the transactions contemplated under the Hong Kong Prospectus;

“**Nominees**” means CMB Wing Lung (Nominees) Limited and The Ka Wah Bank (Nominees) Limited, in whose names the application monies received under the Hong Kong Public Offer and the Lesso Preferential Offering are to be held by the Receiving Banks under the Receiving Banks Agreement;

“**OC Announcement**” means the Overall Coordinator announcements published on the Stock Exchange’s website at <http://www.hkexnews.hk> on June 26, 2023 and February 27, 2024 which set out the name of the Sole Overall Coordinator appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s), for example an announcement on the termination of the engagement of an Overall Coordinator;

“**OECD**” means The Organisation for Economic Co-operation and Development;

“**Offer Price**” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee and the 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 Placing Shares (including the Lesso Reserved Shares) together, where relevant, with any additional Shares to be issued by the Company pursuant to the exercise of the Over-Allotment Option;

“**Offering Document(s)**” means the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Disclosure Package, the Final 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 and, in each case, all amendments or supplements thereto, and in all such cases approved by the Company before issued, given or prepared in connection with the Global Offering;

“**Operative Agreement(s)**” means the Cornerstone Investment Agreements, Price Determination Agreement, the Receiving Banks Agreement, the Registrar Agreement, the Cayman Registrar Agreement, the Stock Borrowing Agreement, the Deed of Indemnity, the Deed of Non-competition, the Lock-up Deed, the FINI Agreement and any agreement(s) between (i) the Company and (ii) the HK eIPO White Form Service Provider and/or the HK eIPO Blue Form Service Provider;

“**Option Share(s)**” means up to 14,643,000 additional Shares (representing in aggregate approximately 15% of the initial Offer Shares) to be purchased by, or by investors procured by, the International Underwriters at the Offer Price from the Company pursuant to the Over-Allotment Option;

“**Over-Allotment Option**” means the option expected to be granted by the Company under the International Placing Agreement to the International Underwriters, exercisable by the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the other International Underwriters), pursuant to which the Company may be required to allot and issue up to an aggregate of 14,643,000 additional new Shares, representing approximately 15% of the initial size of the Global Offering, as may be necessary to, among other things, cover over-allocations in the International Placing, on and subject to the terms of the International Placing Agreement, if any, and/or the obligations of the Sole Overall Coordinator and the Sole Global Coordinator, to return securities borrowed under the Stock Borrowing Agreement;

“**PHIP**” means the post hearing information pack of the Company posted on the Stock Exchange’s website at [www.hkex.com.hk](http://www.hkex.com.hk) on May 6, 2024;

“**PRC**” or “**China**” means the People’s Republic of China, which for the purposes of this Agreement only shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the PRC;

“**Post-IPO RSU Plan**” means the post-IPO restricted share unit plan conditionally adopted by the Shareholders on May 14, 2024, a summary of principal terms of which is set out under the paragraph headed “G. Post-IPO RSU Plan” in Appendix IV to the Hong Kong Prospectus;

“**Post-IPO Share Option Scheme**” means the post-IPO share option scheme conditionally adopted by the Shareholders on May 14, 2024, a summary of principal terms of which is set out under the paragraph headed “E. Post-IPO Share Option Scheme” in Appendix IV to the Hong Kong Prospectus;

“**PRC Legal Adviser**” means Han Kun Law Offices, the PRC Legal Adviser of the Company in connection with the Global Offering;

**“Pre-IPO RSU Plan”** means the pre-IPO restricted share unit plan adopted by the Shareholders on May 14, 2024, a summary of principal terms of which is set out under the paragraph headed “F. Pre-IPO RSU Plan” in Appendix IV to the Hong Kong Prospectus;

**“Pre-IPO Share Option Scheme”** means the pre-IPO share option scheme adopted by the Shareholders on May 14, 2024, a summary of principal terms of which is set out under the paragraph headed “D. Pre-IPO Share Option Scheme” in Appendix IV to the Hong Kong Prospectus;

**“Preliminary Offering Circular”** means the proof dated May 20, 2024 of the offering circular, relating to the International Placing, to be issued by the Company (including the proof dated May 20, 2024 of the Hong Kong Prospectus, subject to completion and as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Placing Agreement));

**“Price Determination Agreement”** means the agreement expected to be entered into between the Company and the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

**“Price Determination Date”** means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offer in accordance with Clause 2.5;

**“Receiving Banks”** means CMB Wing Lung Bank Limited and China CITIC Bank International Limited in their capacity as the banks appointed to hold the application monies received under the Hong Kong Public Offer and the Lesso Preferential Offering pursuant to the Receiving Banks Agreement;

**“Receiving Banks Agreement”** means the agreement dated May 17, 2024 entered into between the Company, the Receiving Banks, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Nominees and the Hong Kong Share Registrar;

**“Record Date”** means May 13, 2024, being the record date for ascertaining the Assured Entitlement in order to determine the entitlement of the Lesso Qualifying Shareholders to Lesso Reserved Shares under the Lesso Preferential Offering;

**“Registrar Agreement”** means the agreement dated May 16, 2024 entered into between the Company and the Hong Kong Share Registrar;

**“Reporting Accountants”** means Ernst & Young;

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

**“RSU(s)”** means restricted share units granted pursuant to the Pre-IPO RSU Plan and the Post-IPO RSU Plan;

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

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

**“Share(s)”** means ordinary share(s) of the Company with a nominal value of US\$0.01 each in the share capital of the Company;

**“Share Incentive Schemes”** means the Pre-IPO Share Option Scheme, the Post-IPO Share Option Scheme, the Pre-IPO RSU Plan and the Post-IPO RSU Plan;

**“Shareholder(s)”** means holder(s) of the Share(s);

“**Shenzhen EDA**” means Shenzhen EDA CLOUD Technologies Co., Ltd. (深圳市易達雲科技有限公司), a company incorporated in the PRC on March 14, 2014 and a wholly-owned subsidiary of the Company;

“**Skyline Investment**” means Skyline Investment International Limited, a company incorporated under the laws of the BVI on April 22, 2024, which is wholly-owned by Sovereign Fiduciaries (Hong Kong) Limited as trustee of the Liu Yong Trust, and is one of the Controlling Shareholders;

“**Sponsor Engagement Letter**” means the engagement letter entered into between the Company and the Sole Sponsor dated December 16, 2022;

“**Sole Global Coordinator**” means CMBI, the sole global coordinator in relation to the Global Offering;

“**Sole Sponsor**”, means CMBI, the sole sponsor in relation to the Company’s listing application;

“**Spin-off**” means the separate listing of the Shares on the Main Board, by way of the Global Offering (including the Lesso Preferential Offering);

“**Spin-off Document(s)**” means (a) the directors’ resolutions passed by the directors of Lesso on June 26, 2023 on matters relating to the Spin-off; (b) the Deed of Non-competition; and (c) the Deed of Indemnity;

“**Sponsor-OC**” means CMBI, the sole sponsor and Sponsor-OC in relation to the Company’s listing application;

“**Sole Overall Coordinator**” or “**OC**” means CMBI, and has the meaning ascribed thereto under the Listing Rules;

“**Stabilizing Manager**” means CMBI;

“**Stock Borrowing Agreement**” the stock borrowing agreement expected to be entered into between EDA Shine and the Stabilizing Manager on or about the Price Determination Date pursuant to which the Stabilizing Manager as the stabilizing manager may request EDA Shine to make available to the Stabilizing Manager up to 14,643,000 additional Shares solely to cover over-allocation in the International Placing;

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

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

“**Taxation**” or “**Tax(es)**” means all forms of taxation whenever (present or future) created, imposed or arising and whether of Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales 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, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, China, the British Virgin Islands, Cayman Islands, the United States, Australia, Canada, England & Wales or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, 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; however, excluding taxation imposed in respect of net income by a taxing jurisdiction wherein the Sole

Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries are incorporated or resident for taxation purposes arising out of any commission or fees received by any of such parties pursuant to this Agreement;

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

“**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 and the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council;

“**Transfer Pricing Consultant**” means Acclime Tax Advisory (Hong Kong) Limited (formerly known as RSM Tax Advisory (Hong Kong) Limited);

“**Underwriter(s)**” means the Hong Kong Underwriters and the International Underwriters;

“**Underwriting Commission**” has the meanings prescribed thereto in Clause 6.1;

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“**Unsold Hong Kong Offer Shares**” has the meanings prescribed thereto in Clause 4.6;

“**Unsold Lesso Reserved Shares**” means any Lesso Reserved Shares not taken up by the Lesso Qualifying Shareholder(s) in the Lesso Preferential Offering;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, supplemented or otherwise modified from time to time;

“**U.S. Legal Advisers**” means Withers Bergman LLP, the legal advisers of the Company with respect to U.S. law;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

“**U.S. Tariff Legal Adviser**” means Hogan Lovells, the legal advisers of the Company as to U.S. tariff law;

“**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 and undertakings of the Warrantors as set out in **Schedule 3**; and

“**Warrantor(s)**” means the Company, the Controlling Shareholders and the Executive Directors;

- 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**”, in relation to any person, shall be to any other person which is the holding company of such person, or which is a subsidiary or branch of such person or of the holding company of such person, or which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person; 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, 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 to the same as defined in sections 15 and 13 of the Companies Ordinance, respectively;
  - 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 Company and the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) or identified as such by way of exchange of emails between (a) Dentons Hong Kong LLP, legal advisers to the Company as to Hong Kong Laws on behalf of the Company; and (b) Deacons, legal advisers to the Sole Sponsor and Underwriters as to Hong Kong Laws on behalf of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole

Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries);

- 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.14 references to one gender shall include the other genders; and
- 1.4.15 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 being satisfied, or where applicable, waived between each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) in writing:

- 2.1.1 the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) receiving from the Company or its representative(s) or its adviser(s) (on behalf of the Company) all Conditions Precedent Documents as set out in Part A of **Schedule 4** and Part B of **Schedule 4**, in form and substance satisfactory to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator, 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 and/or date as the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Hong Kong Prospectus on the Business Day immediately before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of each of the Hong Kong Prospectus, 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 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 or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) 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, dispatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries)) on or before the Listing Date and Admission not subsequently having been withdrawn or revoked or withheld prior to the commencement of trading of the Shares on the Stock Exchange;
- 2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, dispatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor, the Sponsor-OC, the Sole Overall

Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries)) on or before the Listing Date;

- 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Sole Overall Coordinator the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), on the Price Determination Date (or such later date as may be agreed between the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and the Company, and to the extent practicable to the operations of FINI) in accordance with Clause 2.5 and such agreement not subsequently having been terminated;
  - 2.1.6 the execution and delivery of the International Placing Agreement by the parties thereto on or before the Price Determination Date and such agreement not subsequently 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 to become unconditional), and the International Placing 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 Warranties being true and accurate and not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as if they had been given and made on such date and time by reference to the facts and circumstances then subsisting);
  - 2.1.8 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on his/her/its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
  - 2.1.9 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date; and
  - 2.1.10 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, the Listing and the Spin-off, including all of the consents, approvals, waivers or exemptions as stated in the Hong Kong Prospectus to be granted by the Stock Exchange, the SFC or the CSRC are granted and are not otherwise revoked, withdrawn, amended or invalidated, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date.
- 2.2 **Procure fulfilment:** The Company undertakes to the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Hong Kong Underwriters and the Capital Market Intermediaries to fulfil or use its best endeavours to procure the fulfilment of the Conditions (provided that nothing in this Clause shall require the Company to procure the fulfilment of such conditions by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Capital Market Intermediaries and the Hong Kong Underwriters 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 required by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters the Capital Market Intermediaries), the Joint Bookrunners, the Joint Lead Managers, the Stock Exchange, the SFC, the



CSRC, the Registrar of Companies in Hong Kong or any Authority for the purposes of or in connection with the listing of the Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) shall have the right, in its 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 or in such manner as the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may determine (in which case the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30<sup>th</sup> day after the date of the Hong Kong Prospectus and any such extension; 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.

2.4 **Conditions not satisfied:** Without prejudice to Clause 2.3, 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 Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Placing has been completed, with a view to agreeing the price at which the Offer Shares will be subscribed for pursuant to the Global Offering. If the Company and the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) reach agreement on the said price, which is expected to be agreed by 12:00 p.m. on May 24, 2024 (or such other date the Company, the Sole Overall Coordinator and the Sole Global Coordinator may agree to in writing), 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 p.m. on May 24, 2024 and no extension is granted by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply.

Each of the Hong Kong Underwriters and the Capital Market Intermediaries (other than the Sole Overall Coordinator and the Sole Global Coordinator) hereby authorizes the Sole Overall Coordinator and the Sole Global Coordinator to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Sole Overall Coordinator and the Sole Global Coordinator may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Sole Overall Coordinator and Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Placing, and after consultation with 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 reasonably practicable following the decision, to make such reduction:

- 2.6.1 in any event, not later than the morning of the Acceptance Date, 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 Company's website ([www.edayun.cn](http://www.edayun.cn)) and the Stock Exchange's website ([www.hkexnews.hk](http://www.hkexnews.hk)) or otherwise in any manner as may be required by applicable Laws of any applicable Authority; and
- 2.6.2 cause such supplemental offering documents as may be required by applicable Laws of any applicable Authority to be published in such manner as such Laws or Authority may require.

Upon issue of the above, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), will be fixed within such revised range. Such notice and supplemental offering documents shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the Global Offering statistics set out in the Hong Kong Prospectus, working capital statement and any other financial information which may change as a result of such reduction and any information as may be required by applicable Laws of any applicable Authority.

- 2.7 **No waiver in certain circumstances.** The Sole Sponsor's, the Sponsor-OC's, the Sole Overall Coordinator's or the Sole Global Coordinator's (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) consent to or knowledge of any amendments or 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' right to terminate this Agreement.

### 3. APPOINTMENTS

- 3.1 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI to act as the Sole Sponsor. CMBI, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to its engagement under the terms of the Sole Sponsor Engagement Letter and any agreement(s) entered into between the Sole Sponsor and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.
- 3.2 **Sponsor-OC:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI to act as the Sponsor-OC. CMBI, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sponsor-OC hereunder is in addition to its engagement under the terms of any agreement(s) entered into between the Sponsor-OC and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects
- 3.3 **Sole Overall Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI to act as the Sole Overall Coordinator. CMBI, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Overall Coordinator hereunder is in addition to its engagement under the terms of any agreement(s) entered into between the Sponsor-OC, the Sole Overall Coordinator and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.
- 3.4 **Sole Global Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI to act as the Sole Global Coordinator. CMBI, 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 Sole Global Coordinator hereunder is in addition to its engagement under the terms of any agreement(s) entered into between the Sole Global Coordinator and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.

- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang, to act as the Joint Lead Managers. Each of CMBI, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang, relying on the Warranties and subject to the terms and conditions of this Agreement, 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 respective engagement under the terms of any agreement(s) entered into between each of the Joint Lead Managers and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.
- 3.6 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI, ABCI Capital, BOCI, CEB, CGIS and Quam, to act as the Joint Bookrunners. Each of CMBI, ABCI Capital, BOCI, CEB, CGIS and Quam, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Bookrunners hereunder is in addition to their respective engagement under the terms of any agreement(s) entered into between each of the Joint Bookrunners and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters on the terms and subject to the conditions of this Agreement, and to the exclusion of all others, as underwriters of the Hong Kong Public Offer, to assist the Company in offering to the public in Hong Kong the Hong Kong Offer Shares at the Offer Price (together with Brokerage, Trading Fee and Transaction Levy) in accordance with the provisions of this Agreement and on the terms and conditions set out in the Hong Kong Public Offer Documents, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions set out in this Agreement, severally accept the appointment and severally agree, in the event that a Hong Kong Public Offer Under-Subscription shall occur, to procure subscribers for the Unsold Hong Kong Offer Shares comprised in the Hong Kong Public Offer Under-Subscription or, failing that, themselves to subscribe for such Unsold Hong Kong Offer Shares as principals in accordance with the terms and conditions of this Agreement and the Hong Kong Public Offer Documents. Such obligations of each Hong Kong Underwriter to procure subscribers, or to subscribe as principals, for the Hong Kong Offer Shares comprised in a Hong Kong Public Offer Under-Subscription:
- 3.7.1 are several (and not joint or joint and several);
  - 3.7.2 shall initially extend to a number of Hong Kong Offer Shares up to but not exceeding such Hong Kong Underwriter's initial Hong Kong Public Offer Underwriting Commitment hereunder; and
  - 3.7.3 if required to be performed, shall be performed in accordance with the provisions of Clauses 4.6 and 4.9.

For the avoidance of doubt, the appointment of the Hong Kong Underwriters hereunder is in addition to their respective engagement under the terms of any agreement(s) entered into between each of the Hong Kong Underwriters and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.

- 3.8 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CMBI, ABCI Capital, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang, to act as the Capital Market Intermediaries. Each of CMBI, ABCI Capital, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms its

acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries hereunder is in addition to their respective engagement under the terms of any agreement(s) entered into between each of the Capital Market Intermediaries and the Company prior to this Agreement, which agreement(s) shall remain in full force and effects.

- 3.9 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.8 is made on the basis, and on terms, that each appointee (the “**delegating 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 (the “**delegated appointee**”); provided that such delegated appointee is permitted by applicable Laws to discharge the duties conferred upon them and each delegating appointee under this Clause shall remain liable for all acts and omissions of the delegated appointee in respect of the work delegated pursuant to this Agreement.
- 3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.8 confer on each of the appointees and their respective delegates under Clause 3.9 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 the sole sponsor, sponsor-oc, overall coordinator, global coordinator, lead manager, bookrunner or 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 Offer Documents and this Agreement.
- 3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters and Capital Market Intermediaries, in their roles as such, are acting solely as underwriters and capital market intermediaries (as such term is defined under SFC’s Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**Code of Conduct**”)) in connection with the Hong Kong Public Offer, the Sole Overall Coordinator, in its role as such, is acting solely as the overall coordinator of the Global Offering, the Sole Global Coordinator, in its role as such, is acting solely as the global coordinator of the Global Offering, the Sole Sponsor, in its role as such, is acting solely as the sponsor in connection with the listing of the Shares on the Stock Exchange, the Sponsor-OC, in its role as such, is acting solely as the sponsor-oc in connection with the listing of the Shares on the Stock Exchange and the Sole Overall Coordinator of the Global Offering, the Joint Bookrunners, in their roles as such, are acting solely as the bookrunners of the Global Offering, and the Joint Lead Managers, in their roles as such, are acting solely as the lead managers of the Global Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries are acting pursuant to a contractual relationship with the Warrantors entered into on an arm’s length basis, and in no event do the parties intend that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the Stock Exchange, either before or after the date hereof.

The Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters 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 (including the determination of the Offer Price) or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters 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 confirm his/her/its understanding and agreement to that effect. The Warrantors, on the one hand, and the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and 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 Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, on the other hand, agree that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters 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 fiduciary of any of the Warrantors nor the fiduciary or adviser of any of the Warrantors (except and solely, with respect to the Sole Overall Coordinator and the Sole Global Coordinator, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the 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), and none of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters 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 Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has advised or is currently advising the Warrantors or any of them on other matters).

Each of the Warrantors hereby waives and releases, to the extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and 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 or in relation to the transactions contemplated by this Agreement (including the determination of the Offer Price) or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions.

Each of the Warrantors further confirms and acknowledges that (i) he/she/it has consulted his/her/its own professional advisors including, without limitation, legal, accounting, regulatory, tax and financial

advisors to the extent he/she/it deemed appropriate, and none of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as the case may be) is advising the Company or the other Warrantors or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in its capacity as sole sponsor in connection with the proposed listing of the Company) in any jurisdiction, nor shall any of them has any responsibility or liability to the Company or the other Warrantors or any other person with respect thereto; and (ii) the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 that differ from those of the Company and/or the other Warrantors. Any review by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries of this Agreement, the transactions contemplated by this Agreement or otherwise by the Global Offering and the listing of the Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and shall not be on behalf of any of the Warrantors.

The Company further acknowledges and agrees that the Sole Sponsor is acting in the capacity as a sponsor subject to the Code of Conduct For Persons Licensed by or Registered with the SFC and therefore the Sole Sponsor only owes certain regulatory duties to the Stock Exchange and the SFC but such regulatory duties are not owed to any other party including the Company, the other Warrantors and their affiliates.

The Company further acknowledges and agrees that the Sole Overall Coordinator is acting in the capacity as an overall coordinator subject to the Code of Conduct For Persons Licensed by or Registered with the SFC and therefore the Sole Overall Coordinator only owe certain regulatory duties to the Stock Exchange and the SFC but such regulatory duties are not owed to any other party including the Company, the other Warrantors and their affiliates.

3.12 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and the other Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of the Indemnified Parties, in respect of the following matters (it being acknowledged by the parties that the Company is solely responsible in this regard):

3.12.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and

3.12.2 any of the matters referred to in Clause 12.1 (except for a matter that has been finally judicially determined by a court of competent jurisdiction or an arbitral tribunal (as the case may be), to have been caused solely and directly by the gross negligence, fraud or wilful misconduct on the part of any Indemnified Party (as defined in Clause 12.1 hereof)),

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, liability, damage, payment, cost, expense

or Taxation incurred or suffered as a result of or in connection with any of the foregoing matters. The Company reserves recourse against the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and the other Indemnified Parties in accordance with the terms and conditions of this Agreement.

- 3.13 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.8, as applicable, or by any of the delegates under Clause 3.9 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal or any stabilization action(s) taken by the Stabilizing Manager) 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 3.8 or their respective delegates under Clause 3.9. The obligations of the appointees hereunder are several (but not joint or joint and several). Save as provided in Clause 3.9, none of the appointees under Clauses 3.1 to 3.8 or delegates of such appointees 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 3.8 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.14 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Public Offer Underwriting Commitment, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Hong Kong Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and the relevant Hong Kong Underwriters shall remain liable for all acts and omissions of the relevant sub-underwriter with whom it has entered into sub-underwriting arrangement.
- 3.15 **Advice to the Company:** The Company hereby confirms and acknowledges that Sole Overall Coordinator has:
- 3.15.1 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;
  - 3.15.2 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;
  - 3.15.3 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;
  - 3.15.4 advised the Company on the information that should be provided to Capital Market Intermediaries 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;
  - 3.15.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate Capital Market Intermediaries participating in an IPO, which is as of the date of this Agreement around 70.0% fixed and 30.0% discretionary;
  - 3.15.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC 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 the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that they have met or will meet these responsibilities; and

3.15.7 where (if applicable) the Company decided not to adopt the Sole 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, and inadequate spread of investors or may negatively affect the orderly and fair trading of such Shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

#### **4. THE HONG KONG PUBLIC OFFER AND LESSO PREFERENTIAL OFFERING**

- 4.1 **Hong Kong Public Offer and Lesso Preferential Offering:** The Company shall offer (a) the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levy) payable in full on application in Hong Kong dollars upon and subject to the terms and conditions set out in the Hong Kong Public Offer Documents and this Agreement; and (b) the Lesso Reserved Shares for subscription by the Lesso Qualifying Shareholders at the Offer Price (together with Brokerage, Trading Fee and Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Lesso Preferential Offering Documents, the International Placing Agreement 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, (i) the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange and the website of the Company at [www.edayun.cn](http://www.edayun.cn) or such other publication(s) and/or day(s) as may be agreed by the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and (ii) the Company and the other Warrantors shall procure and arrange for Lesso to cause an announcement regarding, among other things, the Lesso Preferential Offering, together with any other relevant shareholders' communication materials, announcements and documents as maybe required under the applicable Laws, to be published on the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and on the website of Lesso at [www.lesso.com](http://www.lesso.com). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and of the Company ([www.edayun.cn](http://www.edayun.cn)).
- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to act as the receiving banks in connection with the Hong Kong Public Offer and the Lesso Preferential Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offer and the Lesso Preferential Offering, in each case upon and subject to terms and the conditions contained in the Receiving Banks Agreement. The Company shall use its best endeavours to procure the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Banks Agreement.
- 4.3 **Hong Kong Share Registrar, HK eIPO White Form Service and HK eIPO Blue Form Service:** The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offer Applications and the Lesso Preferential Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has also appointed the Hong Kong Share Registrar to act as the service provider in relation to the HK eIPO White Form Service and the HK eIPO Blue Form Service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Hong Kong Underwriters to use its best endeavours to procure that the Hong Kong Share Registrar shall do all such acts and things as may be



reasonably required to be done by it in connection with the Hong Kong Public Offer and the Lesso Preferential 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 or a “black” rainstorm warning signal and/or extreme conditions announcement issued after a super typhoon (collectively the “**Severe Weather Signals**”) as announced by the relevant Hong Kong Authority being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and 12:00 noon and/or close at 12:00 noon on the next Business Day on which no Severe Weather Signals in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) shall exclusively be entitled to, in its sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offer Documents, the Receiving Banks Agreement and this Agreement, (a) to determine the manner and basis of allocation of the Hong Kong Offer Shares and the Lesso Reserved Shares and to reject or accept in whole or in part any Hong Kong Public Offer Application or Lesso Preferential Offering Application upon and subject to the terms and conditions of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the International Placing Agreement and this Agreement (as the case may be); and (b) where the number of Hong Kong Offer Shares and/or Lesso Reserved Shares being applied for exceeds the total number of the Hong Kong Offer Shares and the Lesso Reserved Shares, respectively, to determine the basis of allocation of the Hong Kong Offer Shares and/or the Lesso Reserved Shares.

The Company shall, and shall use its best endeavours to procure that the Receiving Banks and the Hong Kong Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Banks Agreement and the Registrar Agreement, provide the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator with such information, calculations and assistance as the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of a Hong Kong Public Offer Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offer Applications; or
- 4.5.2 in the event of a Hong Kong Public Offer 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 Offer Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offer; or
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares; or
- 4.5.4 in the event of an under-subscription in the Lesso Preferential Offering, the number of the Unsold Lesso Reserved Shares which have not been applied for pursuant to Accepted Lesso Preferential Offering Applications; or
- 4.5.5 in the event of an over-subscription in the Lesso Preferential Offering, the number of times by which the number of the Lesso Reserved Shares which have been applied for pursuant to the Accepted Lesso Preferential Offering Applications exceeds the total number of Lesso Reserved Shares initially available for subscription under the Lesso Preferential Offering and the basis of allocation of the Lesso Reserved 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 Offer Applications (a “**Hong Kong Public Offer Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offer 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 to the reallocation of such Hong Kong Offer Shares comprised in the Hong Kong Public Offer Under-Subscription pursuant to Clause 4.12 and subject to Clause 4.10, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offer Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Sole Overall Coordinator and Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may in its sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offer Documents (other than as to the deadline for making the application and those regarding the payment for the Hong Kong Offer Shares), 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 2**):

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

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 Sole Overall Coordinator and Sole Global Coordinator may determine to avoid fractional shares;

*T* is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.10 and 4.12, as applicable;

*C* is the Hong Kong Public Offer 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 2.6, 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 determination of the Sole Overall Coordinator and Sole Global Coordinator 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.

For the avoidance of doubt, none of the provisions in this Clause 4.6 shall apply to the Lesso Reserved Shares under the Lesso Preferential Offering (which form part of the International Placing). The Lesso Reserved Shares are expected to be underwritten by the International Underwriters (but not the Hong Kong Underwriters), which will be dealt with in the International Placing Agreement.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offer 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 Offer Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) such Hong Kong Public Offer 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 Offer Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offer Application until the Hong Kong Public Offer Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offer Underwriting Commitment of a Hong Kong Underwriter are set out in **Schedule 5**.

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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) 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 Offer Under-Subscription, the Sole Overall Coordinator and Sole Global Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the Hong Kong Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters promptly and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall forthwith and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

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

4.9.2 pay, or procure to be paid, to the Nominees 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 and the Transaction Levy in accordance with the terms of the Hong Kong Public Offer),

and the Company shall, against the receipt of payment in full in accordance with Clause 5.2, promptly and in no event later than 9:00 a.m. on May 27, 2024 (the date specified in the Hong Kong Prospectus for the dispatch 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 Hong Kong Share Registrar to duly allot and issue to the said applicants or to such persons nominated by the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and will duly issue, and authorize the delivery to the Hong Kong Underwriters (or as they may direct) of valid share certificates in respect of such Hong Kong Offer Shares in the names of the respective applicants or in the name of HKSCC for credit to the relevant CCASS participants' account of the applicants, in each case on the basis set out in Clause 5.1.

Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated.

4.10 **Power of the Sole Overall Coordinator and Sole Global Coordinator to make applications:** In the event of a Hong Kong Public Offer Under-Subscription, the Sole Overall Coordinator and Sole Global Coordinator shall have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply 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 the Sole Overall Coordinator and Sole Global Coordinator 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 and Capital Market Intermediaries regarding the payment of underwriting commission.

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

4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 and Chapter 4.14 of the Guide for New Listing Applicants, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), in its sole and absolute discretion but in consultation with the Company, may (but shall have no obligation to) reallocate Offer Shares from the International Placing to the Hong Kong Public Offer and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offer Applications. In the event of such reallocation, the number of Shares available under the International Placing and the respective International Placing Underwriting Commitment of the International Underwriters shall be reduced pro-rata to such reallocation and the Hong Kong Underwriters will not be entitled to the Underwriting Commission and the Brokerage referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offer. For the avoidance of doubt, the Underwriting Commission and the Brokerage for the Offer Shares that are reallocated from the International Placing to the Hong Kong Public Offer shall be payable by the Company at the applicable rate under the International Placing Agreement and shall not be paid to the Hong Kong Underwriters but shall instead be paid to the International Underwriters, such that there shall be no adjustment to the amount of Underwriting Commission and the Brokerage payable to the Hong Kong Underwriters under this Agreement;

4.11.2 if the International Placing Shares are not under-subscribed and the Hong Kong Public Offer 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 Offer, then

Offer Shares shall be reallocated to the Hong Kong Public Offer from the International Placing in accordance with the clawback requirements set forth in paragraph 4.2 of Practice Note 18 of the Listing Rules, so that the total number of Offer Shares available under the Hong Kong Public Offer shall be increased to 29,288,000, 39,050,000 and 48,813,000 Offer Shares, respectively, representing 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-Allotment Option); and

- 4.11.3 if (a) the International Placing Shares are undersubscribed, or (b) the International Placing Shares are not under-subscribed and the Hong Kong Public Offer Over-Subscription represents a subscription of less than 15 times of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offer, then the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), in its sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares to the Hong Kong Public Offer from the International Placing, so that the total number of Offer Shares available under the Hong Kong Public Offer shall be increased to 19,525,000 Offer Shares, representing 20% of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-Allotment Option), provided that the final Offer Price be fixed at HK\$2.28 per Share, being the low-end of the indicative Offer Price range.

In each of the above cases, the Offer Shares reallocated from the International Placing to the Hong Kong Public Offer shall be allocated to Pool A and Pool B as described in the Hong Kong Prospectus.

In each of the above cases, the number of Offer Shares available under the International Placing and the respective International Placing Underwriting Commitment of the International Underwriters shall be reduced in such proportion as the Sole Overall Coordinator and Sole Global Coordinator will, in its sole and absolute discretion, determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission and the Brokerage referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offer. For the avoidance of doubt, the Underwriting Commission and the Brokerage for those Offer Shares that are reallocated from the International Placing to the Hong Kong Public Offer shall be payable by the Company at the applicable rate under the International Placing Agreement and shall not be paid to the Hong Kong Underwriters but shall instead be paid to the International Underwriters, such that there is no adjustment to the amount of underwriting commission and brokerage payable to the Hong Kong Underwriters under this Agreement.

The Lesso Preferential Offering will not be subject to the reallocation between the Hong Kong Public Offer and the International Placing. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission and the Brokerage in respect of the Offer Shares reallocated from the International Placing to the Hong Kong Public Offer shall be dealt with in accordance with the Agreement Among Hong Kong Underwriters and/or the Agreement Among International Underwriters (as the case may be), which the Company shall not be concerned with.

The Lesso Reserved Shares which are offered under the Lesso Preferential Offering to the Lesso Qualifying Shareholders out of the Offer Shares being offered under the International Placing will not be subject to reallocation between the Hong Kong Public Offer and the International Placing.

Notwithstanding any other provisions of this Agreement, any reallocation of the Offer Shares from the International Placing to the Hong Kong Public Offer shall be in accordance with the relevant rules, guidance and requests of the Stock Exchange and/or the SFC.

- 4.12 **Reallocation from the Hong Kong Public Offer to the International Placing:** If a Hong Kong Public Offer Under-Subscription shall occur, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital

Market Intermediaries), in its sole and absolute discretion but in consultation with the Company, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offer to the International Placing and make available such reallocated Offer Shares as additional International Placing Shares to satisfy demand under the International Placing. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offer Underwriting Commitment of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Sole Overall Coordinator and Sole Global Coordinator may in its sole and absolute discretion determine. In the event of such reallocation of the Offer Shares from the International Placing to the Hong Kong Public Offer, the Hong Kong Underwriters will not be entitled to the Underwriting Commission and the Brokerage referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Placing. For the avoidance of doubt, the Underwriting Commission and the Brokerage for those Offer Shares that are reallocated from the International Placing to the Hong Kong Public Offer shall be payable by the Company at the applicable rate under the International Placing Agreement and shall not be paid to the Hong Kong Underwriters but shall instead be paid to the International Underwriters such that there is no adjustment to the Underwriting Commission and the Brokerage payable to the Hong Kong Underwriters under this Agreement. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offer to the International Placing shall for all purposes (including any fee arrangements) be deemed to be International Placing Shares and will be allocated to increase the International Placing Underwriting Commitment of all or any of the International Underwriters in such proportion as the Sole Overall Coordinator and the Sole Global Coordinator in its sole and absolute discretion determine.

The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission and the Brokerage in respect of the Offer Shares reallocated from the Hong Kong Public Offer to the International Placing shall be dealt with in accordance with the Agreement Among Hong Kong Underwriters and/or the Agreement Among International Underwriters (as the case may be), which the Company shall not be concerned with.

- 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 where the Hong Kong Public Offer is fully subscribed or upon a Hong Kong Public Offer Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Sole Overall Coordinator or Sole Global Coordinator or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as a 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 Offer and the Lesso Preferential Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, 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 reasonably and practicably required to implement the Hong Kong Public Offer and the Lesso Preferential Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the Shares on the Stock Exchange to be granted by the Listing Committee.
- 4.15 **United States Aspects:** The Offer Shares have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws. The Offer Shares will be offered and sold only (i) to the public in Hong Kong in the Hong Kong Public Offer; and (ii) outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act.
- 4.16 **Allocation of the Unsold Lesso Reserved Shares:** If there is an under-subscription of the Lesso Reserved Shares by the Lesso Qualifying Shareholders in the Lesso Preferential Offering, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong

Underwriters and the Capital Market Intermediaries) may, in its sole and absolute discretion (but shall have no obligations to), make available all or any of the Unsold Lesso Reserved Shares for purchases by, or procurement of purchases by, the International Underwriters to satisfy the demand under the International Placing.

## 5. ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares and the Lesso Reserved Shares:** Upon receipt by the Hong Kong Share Registrar of the Accepted Hong Kong Public Offer Applications and the Accepted Lesso Preferential Offering Applications (as applicable), the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and the Lesso Reserved Shares and in any event no later than 9:00 a.m. on May 27, 2024 (the date specified in the Hong Kong Prospectus for the dispatch of share certificates):

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

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Overall Coordinator and the Sole Global Coordinator) shall be issued and dispatched, or delivered or released to successful applicants (or where appropriate, Hong Kong Securities Clearing Company Limited for immediate credit to such CCASS stock accounts as shall be notified by the Sole Overall Coordinator and the Sole Global Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the International Placing Agreement and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of Hong Kong Public Offer Applications and the Lesso Preferential Offering Applications and held by the Nominees will be paid in Hong Kong dollars to the Company on the Listing Date at or around 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Banks Agreement and this Agreement) upon the Nominees receiving written confirmation from the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator that the Conditions have been fulfilled (or waived or modified in accordance with this Agreement) and that share certificates have been dispatched to successful applicants of the Hong Kong Offer Shares and the Lesso Reserved Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sole Overall Coordinator and Sole Global Coordinator 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) in immediately available funds, provided, however, that:

5.2.1 the Sole Overall Coordinator and the Sole Global Coordinator are hereby irrevocably and unconditionally authorized by the Company, to direct the Nominees (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 received in respect of Hong Kong Public Offer Applications for the Hong Kong Offer Shares and the Lesso Preferential Offering Applications in respect of the Lesso Reserved Shares offered by the Company and pay to the Sole Overall Coordinator and Sole Global Coordinator (and where a person other than the Sole Overall Coordinator and Sole Global Coordinator are entitled to any amount so deducted, such amount will be received by the Sole Overall Coordinator and the Sole Global Coordinator on behalf of such person) all amounts payable to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries by the Company pursuant to Clause 6; and

- 5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and the Warrantors 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 as soon as reasonably practicable upon demand by the Sole Overall Coordinator and the Sole Global Coordinator (for itself or on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries, as applicable) or by the relevant party entitled to the amount payable by the Company subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offer and the Lesso Preferential Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levy) if and to the extent that the Offer Price shall be determined pursuant to the Price Determination Agreement at below HK\$2.90 per Offer Share.

- 5.3 **Brokerage, Trading Fee and Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 5.2.1, the Sole Overall Coordinator and the Sole Global Coordinator will, on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offer and the Lesso Preferential Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levy in respect of the Accepted Hong Kong Public Offer Applications and the Accepted Lesso Preferential Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offer Applications and the Lesso Preferential Offering Applications. The Sole Overall Coordinator and Sole Global Coordinator are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee and Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.2, the Sole Overall Coordinator and the Sole Global Coordinator will, on behalf of the Company, arrange for the payment by the Nominees of the Trading Fee and the Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offer Applications for the Hong Kong Offer Shares and the Accepted Lesso Preferential Offering Applications for the Lesso Reserved Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offer Applications and the Lesso Preferential Offering Applications. The Sole Overall Coordinator and the Sole Global Coordinator are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.5 **Refund:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar Agreement, the Hong Kong Share Registrar will arrange for, and the Nominees will pay refunds of applications monies to those successful and unsuccessful applicants under the Hong Kong Public Offer and the Lesso Preferential Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with terms of the



Hong Kong Public Offer specified in the Hong Kong Public Offer Documents and the terms of the Lesso Preferential Offering specified in the Lesso Preferential Offering Documents.

- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominees or any other application or otherwise of funds.
- 5.7 **Separate bank account:** The Company agrees that the application monies received in respect of the Hong Kong Public Offer Applications and the Lesso Preferential Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Banks Agreement.

## 6. COMMISSIONS AND COSTS

- 6.1 **Underwriting Commission, Incentive Fee and Brokerage:** Subject to this Agreement becoming unconditional, the Company shall pay or cause to be paid to the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) (i) an underwriting commission equal to 3.5 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (the “**Underwriting Commission**”); and (ii) the Brokerage, in each case excluding any International Placing Shares reallocated to the Hong Kong Public Offer and any Hong Kong Offer Shares reallocated to the International Placing, in each case pursuant to Clause 4.

For the avoidance of doubt, each of the Overall Coordinator, the Underwriters and the Capital Market Intermediaries shall be entitled to the fixed fee (as such term is defined under the Listing Rules and the Code of Conduct) as prescribed in, as the case may be, the Sponsor Engagement Letter, their respective engagement letters with the Company and any other agreement(s) with the Company (which in all cases shall remain in full force and effects), which fixed fees shall form part of the Underwriting Commission payable to the Hong Kong Underwriters under this Agreement.

The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission and the Brokerage shall be dealt with in accordance with the Agreement Among Hong Kong Underwriters and/or the Agreement Among International Underwriters (as the case may be), which the Company shall not be concerned with.

In addition, the Company will pay to the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the other Hong Kong Underwriters and the Capital Market Intermediaries) an incentive fee of up to 1.5 per cent of the aggregate Offer Price in respect of each of the Hong Kong Offer Shares (excluding any International Placing Shares reallocated to the Hong Kong Public Offer and any Hong Kong Offer Shares reallocated to the International Placing, in each case pursuant to Clause 4) (the “**Incentive Fee**”). The respective entitlement of each Hong Kong Underwriter to the Incentive Fees and the deduction and payment of such Incentive Fee, shall be dealt with in the International Placing Agreement.

For the avoidance of doubt, the Underwriting Commission, the Incentive Fee and the Brokerage in respect of the Lesso Reserved Shares (which form part of the International Placing Shares) shall be dealt with in the International Placing Agreement and none of the provisions under this Clause 6 shall apply to the Lesso Reserved Shares under the Lesso Preferential Offering.

- 6.1A **Sponsor fee and other expenses:** The Company shall forthwith pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount and in such manner pursuant to and in accordance with the Sponsor Engagement Letter and any other agreements between the Company and CMBI, which shall remain in full force and effects.

- 6.2 **Costs payable by the Company:** All costs, expenses, fees, disbursements, charges and Taxation in connection with or incidental to the Global Offering, the listing of the Shares on the Stock Exchange and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following, and in each case, subject to the terms of the engagement letters or agreements entered into or as agreed between the Company and the relevant parties:
- 6.2.1 all costs, fees, disbursements and expenses of the Sole Sponsor (which, for the avoidance of doubt, include those payable under the Sponsor Engagement Letter);
  - 6.2.2 all costs, fees, disbursements and expenses of the Reporting Accountants;
  - 6.2.3 all costs, fees, disbursements and expenses of the Hong Kong Share Registrar, the Cayman Share Registrar, the HK eIPO White Form Service Provider and the HK eIPO Blue Form Service Provider;
  - 6.2.4 all costs, fees, disbursements and expenses of all legal advisers to the Company (including Dentons Hong Kong LLP, the PRC Legal Adviser, Harney Westwood & Riegels, the Canada Legal Advisers, the Australia Legal Advisers, Robertsons, England and Wales Legal Advisers and the U.S. Legal Advisers) and the costs, fees, disbursements and expenses of all legal advisers to the Sole Sponsor and the Underwriters (including Deacons and King & Wood Mallesons);
  - 6.2.5 all costs, fees, disbursements and expenses of the Internal Control Consultant;
  - 6.2.6 all costs, fees, disbursements and expenses of the ESG Consultant;
  - 6.2.7 all costs, fees, disbursements and expenses of the Transfer Pricing Consultant;
  - 6.2.8 all costs, fees, disbursements and expenses of the Industry Consultant;
  - 6.2.9 all costs, fees, disbursements and expenses of the U.S. Tariff Legal Adviser;
  - 6.2.10 all costs, fees, disbursements and expenses of any public relations consultants involved in the Global Offering;
  - 6.2.11 all costs, fees, disbursements and expenses of any translators involved in the Global Offering;
  - 6.2.12 all costs, fees, disbursements and expenses of the Receiving Banks and the Nominees;
  - 6.2.13 all costs, fees, disbursements and expenses of the trademark agency involved in the Global Offering, namely Marks & Clerk;
  - 6.2.14 all costs, fees, disbursements and expenses of other agents, consultants and advisers of the Company relating to the Global Offering (including, without limitation, any agents or third parties that conducted due diligence searches);
  - 6.2.15 all costs, fees, disbursements and expenses related to the application for listing of the Shares on the Stock Exchange, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
  - 6.2.16 all costs, fees, disbursements and expenses (including, without limitation, document production, postage, telecommunications, travel (including roadshow travel) and accommodation expenses) of the Sole Sponsor and each Hong Kong Underwriter and Capital Market Intermediary (including its respective affiliates);

- 6.2.17 all properly incurred costs, fees, disbursements and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants or coordinators engaged by the Company in connection with the road show presentation and other fees and expenses in relation thereto incurred by the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries and any such consultants;
- 6.2.18 all printing and advertising costs (including all fees, disbursements and expenses of the financial printer retained for the Global Offering);
- 6.2.19 all properly incurred costs, fees, disbursements and expenses of preparing, printing, dispatch, filing and distribution of the Offering Documents (including the Application Proof and the PHIP) in all relevant jurisdictions, and all amendments and supplements thereto (including those related to the Lesso Preferential Offering incurred by Lesso);
- 6.2.20 all costs, fees, disbursements and expenses of preparing, printing or producing the Agreement Among Hong Kong Underwriters, the Agreement Among International Underwriters, this Agreement, the International Placing Agreement, the Agreement Between Syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and deliver of the Offer Shares;
- 6.2.21 all properly incurred costs, fees, disbursements and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports, for which prior written consent has been obtained from the Company;
- 6.2.22 all costs, fees, disbursements and expenses of dispatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund;
- 6.2.23 the Trading Fee and the Transaction Levy and all capital duty (if any), premium duty (if any), stamp duty (if any) and any other fees, charges, expenses, Taxation and levies payable, in respect of the creation, issue, sale and delivery of the Offer Shares, the Option Shares and the execution and delivery of this Agreement and the International Placing Agreement;
- 6.2.24 all costs, fees, disbursements and expenses relating to the registration of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;
- 6.2.25 all costs, fees, disbursements and expenses related to the preparation and the launching of the Global Offering and the application for the listing of and permission to deal in the Offer Shares and the Option Shares on the Stock Exchange;
- 6.2.26 all costs, fees, disbursements and expenses related to company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, directorship and other searches in connection with the Global Offering, for which prior written consent has been obtained from the Company;
- 6.2.27 all CCASS transaction fees, stock admission fees and FINI fees payable in connection with the Global Offering and all processing charges and related expenses payable to the Hong Kong Securities Clearing Company Limited;
- 6.2.28 all costs, fees, disbursements and expenses related to the launching of the Global Offering; and

6.2.29 all costs, fees, disbursements, charges, Taxation and expenses incurred by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries or any of them or on their behalf under this Agreement and International Placing 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 the Sponsor Engagement Letter and any other agreements between the Company and the Sole Sponsor and/or the Underwriters, shall be set out in a schedule and agreed in writing between the Company and the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries one Business Day prior to the Listing Date,

shall be borne by the Company, and the Company shall, and the Warrantors shall use their best endeavours to procure the Company to, pay or cause to be paid all such costs, expenses, fees, disbursements, charges and Taxation (other than taxation imposed in respect of net income and/or profit income by a taxing jurisdiction wherein the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries are incorporated or resident for taxation purposes arising out of any commission or fees received by any of such parties pursuant to this Agreement). Notwithstanding anything to the contrary in Clause 17.11, if any costs, expenses, disbursements, fees or charges referred to in this Clause 6.2 is paid or to be paid by any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries for or on behalf of the Company, the Company shall, and the Warrantors (other than the Company) shall use their best endeavours to procure the Company to, reimburse such costs, expenses, disbursements, fees or charges to the relevant Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Underwriter or Capital Market Intermediaries on an after-tax basis, provided that written evidence of the incurrance of such costs, expenses, disbursements, fees or charges shall be provided to and agreed by the Company.

6.3 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be 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 Warrantors shall use their best endeavours to procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, disbursements, fees, charges and Taxation referred to in Clause 6.2 (including the sponsor fees and other fees and expenses pursuant to the Sponsor Engagement Letter and any agreements between the Company and the Sole Sponsor) which have been incurred or are liable to be paid by any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries and all other costs, expenses, disbursements fees, charges and Taxation payable by the Company pursuant to Clause 6.2 (including the sponsor fees and other fees and expenses pursuant to the Sponsor Engagement Letter and any agreements between the Company and CMBI), within 20 Business Days upon written demand (together with written evidence of the incurrance of such costs, expenses, disbursements fees, charges and Taxation) by any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries or the relevant party which incurred the costs, expenses, disbursements, fees, charges and Taxation, as the case may be, subject to the terms of the Receiving Banks Agreement and the engagement letter or agreement entered into by the Company and the relevant party.

6.4 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, disbursements, charges and expenses referred to in this Clause 6 shall, 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and/or the Sole Global Coordinator. All payments to be made

by the Company under this Clause 6 are exclusive of goods and services tax, value added tax and/or other Taxation 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.

## 7. STABILIZATION

7.1 **Stabilizing manager and stabilization actions:** The Company acknowledges that CMBI (or its affiliates or any person acting for it), to the exclusion of all others, is expected to act as stabilizing manager and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilizing Manager (or its affiliates or any person for it) may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilization actions. Any such agent shall have the rights and authorities conferred upon the Stabilizing Manager (or its affiliates or any person acting for it) pursuant to this Clause 7. Any stabilization actions taken by CMBI or its affiliates or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters and the Capital Market Intermediaries (other than the Stabilizing Manager, its affiliates or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries) to this Agreement that it will not take or cause or authorize any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company. The Company shall not be responsible for any costs, expenses, fees, disbursements, charges, Taxation, levies, or liabilities arising from any stabilization actions taken by the Stabilizing Manager or any person acting for the Stabilizing Manager.

7.2 **Stabilizing losses and profits:** All liabilities, expenses and losses (calculated on a mark-to-market basis at the end of the stabilizing period) arising from stabilization activities and transactions effected by the Stabilizing Manager, its affiliate or any person acting for it as stabilizing manager shall be borne by the International Underwriters in the same proportions, as nearly as practicable, as the respective International Placing Underwriting Commitment of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilization activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the accounts of the Stabilizing Manager. For the avoidance of doubt, under no circumstances shall the Capital Market Intermediaries, in their capacity as the Hong Kong Underwriters, be entitled to, or bear, any profits, gains, losses, expenses and liabilities arising from the stabilization activities and transactions effected by the Stabilizing Manager, its affiliate or any person acting for it as stabilizing manager.

7.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries and each of them that it will not, and will use its best endeavours to cause its affiliates or any of its or its affiliates' respective directors, supervisors, officers, promoters, employees, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

7.3.1 other than the granting of the Over-Allotment Option by the Company and the transactions contemplated under the Stock Borrowing Agreement, 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 stabilization 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;

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

7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or its affiliates or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

## **8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants and undertakes with respect to each of the Warranties in Part A of **Schedule 3** hereto, and each of the Controlling Shareholders hereby jointly and severally represents, warrants and undertakes with respect to each of the Warranties in Part B of **Schedule 3** hereto, to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, 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 Warrantors acknowledges that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them are 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 **Full force:** For the purpose of this Clause 8, (i) 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 (ii) if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.6 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.3 **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:

8.3.1 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;

8.3.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es) (if any);

8.3.3 on the Acceptance Date;

8.3.4 on the Price Determination Date;

8.3.5 immediately prior to the Time of Sale (as defined in the International Placing Agreement);

8.3.6 immediately prior to (i) the making by the Sole Overall Coordinator, the Sole Global Coordinator, the other Hong Kong Underwriters and/or the Capital Market Intermediaries of

any Hong Kong Underwriter's Applications; and (ii) payment by the Sole Overall Coordinator, the Sole Global Coordinator, the other Hong Kong Underwriters and/or the Capital Market Intermediaries 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);

- 8.3.7 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 8.3.8 immediately prior to 8:00 a.m. on the Listing Date;
- 8.3.9 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange,
- 8.3.10 the date(s) on which the Over-Allotment Option (or any part thereof) is exercised;
- 8.3.11 the date(s) of settlement in respect of any exercise of the Over-Allotment Option; and
- 8.3.12 the date on which the stabilizing period expires,

in each case with reference to the facts and circumstances then subsisting (other than the circumstances set out in Clause 8.6 which shall be dealt with thereunder). For the avoidance of doubt, nothing in this Clause 8.3 shall affect the on-going nature of the Warranties.

- 8.4 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to as soon as reasonably practicable notify the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate or misleading or ceases to be true and accurate or becomes misleading at any time up to the last to occur of the dates specified in Clause 8.3 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, incomplete or misleading.
- 8.5 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them 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 or misleading at any time up to the last to occur of the dates specified in Clause 8.3 or which could 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 written approval of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).
- 8.6 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator, as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.3, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached 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 would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents; or (2) result in the omission of any fact for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, if the same were issued immediately after the occurrence of such event or existence of such circumstance; 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 Offer, the Lesso Preferential Offering or the Global Offering shall arise, and, in each of the cases described in paragraphs

(i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may be required by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and/or the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator may reasonably and practicably require and supplying the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and/or the Sole Global Coordinator for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them 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, supplement or amendment or do any such act or thing without the prior written consent of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).

- 8.7 **Warrantors' knowledge:** A reference in this Clause 8 or in **Schedule 3** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that he/she/it has been made after due, diligent and careful enquiry and that the Warrantor has done all acts to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry. Notwithstanding the foregoing, none of the Warrantors makes any representation or warranty as to the information contained in the Offering Documents, or any amendment or supplement thereto, solely and directly in relation to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries or any of them.
- 8.8 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on his/her/its personal representatives or his/her/its successors in title.
- 8.9 **Release of obligations:** Any liability to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead



Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them against any other person under the same or a similar liability.

8.10 **Separate 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.

8.11 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties and undertakings herein, in consideration of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries agreeing to enter into this Agreement on the terms set out herein.

## 9. RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** Except for the offer and sale of the Offer Shares pursuant to the Global Offering (including pursuant to the Over-Allotment Option and any transfers pursuant to the Stock Borrowing Agreement), the Shares to be issued under the Capitalization Issue and the Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and any options that may be granted under the Post-IPO Share Option Scheme, and the vesting of the RSUs granted under the Pre-IPO RSU Plan and any RSU(s) which may be granted under the Post-IPO RSU Plan, 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries not to, without the prior written consent of and unless permitted by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and unless permitted by and 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, any Shares or any other securities of the Company, 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

9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Shares or any other securities of the Company, 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 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 such other securities of the Company, or in cash or otherwise (whether or not the issue of Shares or such other securities will be completed within the aforesaid 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 agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. Each of the Warrantors (other than the Company) undertakes to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 Warrantors agrees and undertakes to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will not, and the Warrantors further undertake to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to use their best endeavours to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the Stock Exchange (the “**Minimum Public Float Requirement**”) and he/she/it will not, effect any purchase of Shares, 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) to below the Minimum Public Float Requirement on or before the date falling one year after the Listing Date without first having obtained the prior written consent of and unless permitted by the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby undertakes to each of the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, except as pursuant to the Global Offering (including the issue of Shares pursuant to the exercise of the Over-Allotment Option and any transfers pursuant to the Stock Borrowing Agreement), the Shares to be issued under the Capitalization Issue and the Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and any options that may be granted under the Post-IPO Share Option Scheme, and the vesting of the RSUs granted under the Pre-IPO RSU Plan and any RSU(s) which may be granted under the Post-IPO RSU Plan, without the prior written consent of and unless permitted by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and unless permitted by and in compliance with the requirements of the Listing Rules:

9.3.1 he/she/it will not, and will procure that the relevant registered holder(s) will not, at any time during the First 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 any other securities of the Company or any interest therein (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 any such other securities or any interest in any of the foregoing, as applicable) (the “**Relevant Shares**”) or any interest in any company or entity holding, directly or indirectly, any of the Relevant Shares (the “**Holding Entity**”), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Shares or any other securities of the Company or any interest therein (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 an interest in any Holding Entity, 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 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 such other securities of the Company or shares or other securities of such other member of the Group, as applicable, or in cash or otherwise (whether or not the issue of Shares or such other securities will be completed within the aforesaid period);

9.3.2 he/she/it will not, and will procure that the relevant registered holder(s) will not, during the Second Six-Month Period, enter into any of the transactions specified in Clause 9.3.1 (i), (ii) or (iii) above or offer to or agree to or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, he/she/it will cease to be a “controlling shareholder” (as the term is defined in the Listing Rules) of the Company; and

9.3.3 until the expiry of the Second Six-Month Period, in the event that he/she/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/she/it will take all reasonable steps to ensure that he/she/it will not create a disorderly or false market in the securities of the Company.

9.4 **Restrictions on pledge of securities:** Each of the Controlling Shareholders hereby further undertakes to each of the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, within the period commencing on the date of the Hong Kong Prospectus and ending on the date which is 12 months after the Listing Date, he/she/it will immediately inform the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator of:

9.4.1 any pledges or charges of any Shares or other securities (including any interests therein) of the Company beneficially owned by he/she/it, together with the number of Shares or other securities (including any interests therein) of the Company so pledged or charged and the purpose for which such pledge or charge is to be created; and

9.4.2 any indication received by he/she/it, either verbal or written, from the pledgee or chargee of any Shares or other securities (including any interests therein) of the Company pledged or charged that such Shares or other securities (including any interests therein) of the Company so pledged or charged will be disposed of.

The Company undertakes to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that upon receiving such information in writing from any of the Controlling Shareholders it will, as soon as reasonably practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement and in accordance with all applicable Laws.

For the avoidance of doubt, this Clause 9.4 shall not prevent the Controlling Shareholders from using the Relevant Shares as security (including a charge or a pledge) in favour of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan.

9.5 **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 each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will, and each of the Warrantors undertakes to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it 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, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and requirements of the Stock Exchange or the SFC or the CSRC or any relevant Authorities 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 the Company will, in compliance with the Listing Rules, deliver to the Stock Exchange the declaration substantially in the form set out in Appendix 5, Form F of the Listing Rules acceptable to the Stock Exchange;

10.1.2 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.3 making all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and any other relevant Authority;

10.1.4 making available for inspection by electronic means as required under the Listing Rules and Companies (Winding Up and Miscellaneous Provisions) Ordinance, the documents referred to in the section of the Hong Kong Prospectus headed "Appendix V – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period by electronic means as may be required under the Listing Rules from time to time;

10.1.5 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries);

10.1.6 using its best endeavours to procure that the Hong Kong Share Registrar, the HK eIPO White Form Service Provider, the HK eIPO Blue Form Service Provider, the Receiving Banks and the Nominees shall comply with the terms of their respective appointments under the terms of the Registrar Agreement, and the Receiving Banks Agreement;

10.1.7 using its best endeavours to procure that none of the Directors and/or the chief executives of the Company or their respective associates (as defined in the Listing Rules) will himself/herself (or through a company controlled by him/her), apply to purchase Hong Kong Offer Shares or Lesso Reserved Shares either in their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation from the relevant Authority to that effect and if the Company shall become aware of any application or indication of interest for Hong

Kong Offer Shares or Lesso Reserved Shares by any of the above persons, it shall as soon as reasonably practicable notify the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries);

- 10.1.8 procuring that none of the Company or any member of the Group and using its best endeavours to procure that none of their respective substantial shareholders (including the Controlling Shareholders), directors, supervisors, 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 40th day immediately following the Price Determination Date;
- 10.1.9 using its best endeavours to procure that no subscriber of the Hong Kong Offer Shares or Lesso Reserved Shares are directly or indirectly funded or backed by the Warrantors or any core connected person, or by a person acting on behalf of the Warrantors on behalf of such persons above;
- 10.1.10 without prejudice to Clause 10.1.7 to 10.1.9, using its best endeavours to procure that no connected person (as defined in the Listing Rules) will himself/herself/itself (or through a company controlled by him/her/it), apply to purchase Hong Kong Offer Shares or Lesso Reserved Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or a waiver from compliance with the Listing Rules duly granted, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares or Lesso Reserved Shares by any connected person, controlled company or nominee, it shall forthwith notify the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator unless permitted to do so under the Listing Rules and having obtained confirmations from the relevant Authority to that effect;
- 10.1.11 that no preferential treatment has been, nor will be, given to any placee and its associates by virtue of its relationship with the Company in any allocation in the placing tranche (other than the offer of the Lesso Reserved Shares under the Lesso Preferential Offering in accordance with the terms set out in the Lesso Preferential Offering Documents);
- 10.1.12 notifying the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) as soon as reasonably practicable if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than “Not Applicable” or, unless requested, “Non-SFC authorised fund”) as set out in the Stock Exchange’s placee list template or required to be disclosed by the FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the directors, chief executive, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries or a close associate of any of them (as such terms are defined in the Listing Rules);
- 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”, except as permitted under the Listing Rules or otherwise

approved by the Stock Exchange, and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is 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 Sole Sponsor, Underwriters and Capital Market Intermediaries) of any sanctions Laws and regulations;

- 10.1.14 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offer and the Lesso Preferential Offering, 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 as already disclosed in the Hong Kong Prospectus;
- 10.1.15 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) for their review and obtaining their prior written consent for such publication;
- 10.1.16 cooperating with and fully assisting, and procuring members of the Group, the Controlling Shareholder(s), and/or any of their respective directors, supervisors, 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 the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, to facilitate its performance of its duties, as the case may be, as a sponsor, a sponsor-oc, an overall coordinator, a global coordinator, a joint bookrunner, a joint lead manager, an underwriter and/or a capital market intermediary 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, the Listing Rules and the CSRC Rules; and
- 10.1.17 giving every assistance, and procuring the members of the Group, the Controlling Shareholder(s), and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC 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) and the CSRC Rules.
- 10.1A **Additional undertakings by the Controlling Shareholders:** Each of the Controlling Shareholders undertakes to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to procure Lesso to do all such things as necessary for the implementation of the Spin-off and the Lesso Preferential Offering in accordance with all applicable Laws or as required by any relevant Authority.

- 10.2 **Information:** provide to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 the Controlling Shareholders or otherwise as may reasonably be required by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator or the Sole Global Coordinator (for itself 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 Stock Exchange or of the SFC or the CSRC or of any other relevant Authority).
- 10.3 **Receiving Banks, Nominees, HK eIPO White Form Service Provider, the HK eIPO Blue Form Service Provider and Hong Kong Share Registrar:** using its best endeavours to procure that each of the Receiving Banks, the Nominees, the HK eIPO White Form Service Provider, the HK eIPO Blue Form Service Provider and the Hong Kong Share Registrar 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 or modified 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 at any time prior to or on the Listing Date;
- 10.4.2 enter into any commitment or arrangement which in the opinion of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) could be expected to have or will or may have a material adverse effect on the Global Offering;
- 10.4.3 take any steps which, in the opinion of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;
- 10.4.4 during the one year after the Listing Date, amend or agree to amend any constitutional document of the Company or any other member of the Group, including, without limitation, the memorandum and articles of association, save as required by the Stock Exchange or any other Authority;
- 10.4.5 without the prior written approval (such approval shall not be unreasonably withheld or delayed) of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), 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; and
- 10.4.6 amend any of the material terms of the appointments of each of the Receiving Banks, the Nominees, the HK eIPO White Form Service Provider, the HK eIPO Blue Form Service Provider and the Hong Kong Share Registrar without the prior written consent of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) (each consent shall not be unreasonably withheld or delayed) save as required by the Stock Exchange or any other Authority;

- 10.5 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the Shares on the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least two years after all of the Conditions have been fulfilled (or waived or modified) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Code on Takeovers and Mergers) for the Company becoming unconditional.
- 10.6 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority) including, without limitation:
- 10.6.1 from the Listing Date to the end of one full financial year following the Listing, complying with all applicable Laws (including the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other Authority, the Listing Rules, the Hong Kong Code on Takeovers and Mergers, and the CSRC Rules);
- 10.6.2 procuring that the audited consolidated accounts of the Company for the two financial years ending December 31, 2025 will be prepared on a basis consistent with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendices IA and IB to the Hong Kong Prospectus;
- 10.6.3 providing to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may reasonably require;
- 10.6.4 complying with the Listing Rules, the Securities and Futures Ordinance, the CSRC Filing Rules or other requirements to announce and disseminate to the public, under certain circumstances, information affecting any information contained in the Hong Kong Prospectus and any information required by the Stock Exchange, the SFC, the CSRC or any other relevant Authority to be announced and disseminated to the public in relation to the Listing and/or the Global Offering, provided that no such announcement shall be issued by the Company without having been submitted to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator for their review not less than three Business Days prior to such issuance to avoid violation of any law or regulation applicable to it;
- 10.6.5 providing to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and/or the Sole Global Coordinator may reasonably require;
- 10.6.6 from the Listing Date to the end of one full financial year following the Listing, 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 procure that the Directors uphold, comply and act in accordance with the provisions of the same;



- 10.6.7 from the Listing Date to the end of one full financial year following the Listing, furnishing 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 the Stock Exchange, the SFC, the CSRC and any other relevant Authority in Hong Kong or elsewhere;
- 10.6.8 maintaining the appointment of a compliance adviser as required by the Listing Rules;
- 10.6.9 paying all Taxation, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales 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 Lesso Reserved Shares, the Hong Kong Public Offer, the Lesso Preferential Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and the International Placing Agreement. For the avoidance of doubt, the Company shall indemnify and hold harmless each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries against any such Taxation, duty, levy, fee, charge and expense (including any interest or penalty) in accordance with Clause 12;
- 10.6.10 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 10.6.11 from the Listing Date to the end of one full financial year following the Listing, 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;
- 10.6.12 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Sole Overall Coordinator in accordance with paragraph 19 of Appendix 6 to the Listing Rules;
- 10.6.13 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rule, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rule as soon as reasonably practicable after it becomes known to the Company and its directors;
- 10.6.14 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.6.15 keeping the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) informed of any material change to the information previously given to the Stock Exchange, the SFC and the CSRC under Clause 10.1.17 above, and to enable the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) to provide (or procuring their provision) to the Stock Exchange and/or the SFC and/or CSRC and/or any such relevant Authority, in a timely manner, such information as the Stock Exchange or the SFC or the CSRC or such relevant Authority may require;
- 10.6.16 providing to or procuring for the Sole Overall Coordinator all necessary consents to the provision of the information referred to in Clauses 10.1 and 10.6 above to them;

- 10.6.17 complying, cooperating and assisting with record-keeping obligations of the Company, the Sole Overall Coordinator and the Capital Market Intermediaries under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Sole Overall Coordinator and the Capital Market Intermediaries;
- 10.6.18 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information; and
- 10.6.19 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) of such material information to the extent permitted by the applicable Laws.
- 10.7 **Significant changes:** promptly provide full particulars thereof to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) if, at any time from the Listing Date to the end of one full financial year following the Listing, 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:
- 10.7.1 inform the Stock Exchange and the SFC of such change or matter if so required by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator;
- 10.7.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the Stock Exchange or the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and in a form approved by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), deliver such documentation through the Sole Sponsor to the Stock Exchange for approval (or as otherwise directed by the Stock Exchange) and publish such documentation in such manner as the Stock Exchange or the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator or the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may require;
- 10.7.3 at its expense, make all necessary announcements on the Stock Exchange to avoid a false market being created in the Offer Shares, and
- 10.7.4 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries),

and for the purposes of this Clause 10.7, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.8 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control 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 and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in their internal control reports.

10.9 **Global Offering.** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunner, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them:

10.9.1 to comply with the restrictions under Clause 9;

10.9.2 not to, and not to permit any affiliate (as defined in Rule 501(b) of Regulation D under the U.S. Securities Act) of the Company to sell, offer for sale or solicitor offers to buy or otherwise negotiate in respect of any security (as defined in the U.S. Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require registration under the U.S. Securities Act of the Offer Shares;

10.9.3 not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the U.S. Securities Act) or in any manner involving a public offering within the meanings of Section 4(2) of the U.S. Securities Act or by means of any transactions that are not “offshore transactions” within the meanings of the U.S. Securities Act;

10.9.4 not to, and not to permit its affiliates (as defined in Rule 501(b) of Regulation D under the U.S. Securities Act) or any person acting on its or their behalf (other than the Underwriters) to engage in any direct selling efforts (as the terms are defined in Regulation S) with respect to the Offer Shares; and

10.9.5 to provide all necessary assistance for the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them to fulfil paragraph 21 of the Code of Conduct and the Listing Rules.

10.10 **General:** Without prejudice to the foregoing obligations, do all such other acts and things as may be 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may in its sole and absolute discretion terminate this Agreement with immediate effect by written notice to the Company from the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and/or the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the

Capital Market Intermediaries) at any time prior to 8:00 a.m. on the Listing Date (the “**Termination Time**”) if any of the following events shall occur prior to the Termination Time:

11.1.1 there develops, occurs, exists or comes into effect:

- (a) any change or prospective change (whether or not permanent) in the business or in the financial or trading position of the Group taken as a whole; or
- (b) any event, circumstance, or series of events, in the nature of force majeure (including, without limitation, any acts of government, declaration of a local, national, regional or international emergency or war, political change, calamity, crisis, epidemic, pandemic, outbreaks, escalation, adverse mutation or aggravation of diseases (including, without limitation, COVID-19 (and such related/ mutated form), Severe Acute Respiratory Syndrome (SARS), swine or avian flu, H5N1, H1N1, H7N9, Ebola virus, Middle East respiratory syndrome and such related/mutated forms), comprehensive sanctions, strikes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, interruptions or accidents or delay in transportation) or other state of emergency in whatever form, in or affecting, directly or indirectly Hong Kong, China, Japan, Singapore, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to the Group and/or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (c) any change or development involving a prospective change or development, or any event, circumstance or series of events likely to result in or representing any change or development involving a prospective change, in local, national, regional or international financial, economic, political, military, industrial, fiscal, legal, 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
- (d) 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 Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Tokyo Stock Exchange, the Singapore Exchange, the Beijing Stock Exchange, the Shenzhen Stock Exchange and the Shanghai Stock Exchange; or
- (e) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), New York (imposed at Federal or New York State level or by other competent Authority), London, China, Singapore, Japan, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by any relevant competent Authority), or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) any new Law or any change or development involving a prospective change in existing Laws or any event or circumstance resulting in a change or development

involving a prospective change in the interpretation or application thereof by any court or other competent Authority in or affecting any of the Relevant Jurisdictions; or

- (g) the imposition of economic sanctions, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any of the Relevant Jurisdictions; or
- (h) any change or development involving a prospective change or amendment in or affecting Taxation or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the United States dollar, Canadian dollar, Euro, Hong Kong dollar, Japanese yen, Singapore dollar, Australian dollar and/or the Renminbi against any foreign currencies, or a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or Renminbi is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares; or
- (i) any litigation, dispute, legal action, claim, regulatory investigation or legal proceeding or action being threatened or instigated or announced against any member of the Group, any Director or any Warrantor; or
- (j) any breach of any of the obligations imposed upon any of the Warrantors under this Agreement or the International Placing Agreement; or
- (k) an Authority or a political body or organisation in any of the Relevant Jurisdictions commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group, any Director or any Warrantor; or
- (l) any contravention by any member of the Group or any Director or Lessor or any Warrantor of any applicable Laws including the Listing Rules; or
- (m) any loss or damage sustained by any member of the Group taken as a whole (howsoever caused and whether or not the subject of any insurance claim or claim against any person); or
- (n) any valid demand by creditors for repayment of indebtedness 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; or
- (o) any change or prospective change or development, or any materialization of any of the risks set out in the section headed “Risk Factors” in the Hong Kong Prospectus; or
- (p) any non-compliance of the Hong Kong Prospectus, the CSRC Filings (or any other documents used in connection with the contemplated offer and sale of the Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable Law (including, without limitation, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the CSRC Rules); or

- (q) other than with the prior written consent of the Sole Sponsor, the Sole Overall Coordinator and the Sole Global Coordinator, the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus (or to any other documents used in connection with the contemplated offer and sale of the Shares) pursuant to the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or any other applicable Laws or any requirement or request of the Stock Exchange, the SFC and/or the CSRC; or
- (r) there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading, any of the Warranties given by any of the Warrantors in this Agreement or the International Placing Agreement (including any supplement or amendment thereto), as applicable; or
- (s) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to Clause 12 in this Agreement or the International Placing Agreement (including any supplement or amendment thereto), as applicable; or
- (t) the chief executive officer, the chief financial officer, any Director or member of senior management of the Company is vacating his or her office; or
- (u) any Director or member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company in his or her capacity as such or any member of the Group or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action;

which, individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) or any of them: (1) has or will or is likely to have a material adverse effect on the assets, liabilities, business, trading position, earnings, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, performance, position or condition, financial, operational or otherwise, of the Group taken as a whole; or (2) has or will have or is likely to have a material adverse effect on the success or marketability of the Global Offering or the level of applications under the Hong Kong Public Offer and the Lesso Preferential Offering or the level of interest or the distribution of the Offer Shares under the International Placing; or (3) makes or will make or is likely to make it inadvisable or inexpedient or impracticable or incapable or not commercially viable 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 Offering Documents; or (4) has or will have or is likely to have the effect of making a material part of this Agreement and/or the International Placing 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 any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) shall become aware of the fact that, or have reasonable cause to believe that:

- (a) any statement contained in any of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Final Offering Circular, the CSRC Filings, the Operative Agreements, the Formal Notice and/or in any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto) (the “**Offer Related Documents**”) was, when it was issued, or has become, untrue, incorrect, incomplete, misleading or deceptive in any material respect, or that any forecast, estimate, expression of opinion, intention or expectation contained in any such documents is not fair and honest and based on reasonable assumptions or reasonable grounds, when taken as a whole; or
- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or material misstatement in, any of Offer Related Documents; or
- (c) any Material Adverse Change (whether or not permanent); or
- (d) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the Shares to be issued or sold (including any additional Shares that may be issued or sold pursuant to the exercise of the Over-Allotment Option) under the Global Offering and the Capitalization Issue, the Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and any options that may be granted under the Post-IPO Share Option Scheme, and the vesting of the RSUs granted under the Pre-IPO RSU Plan and any RSU(s) which may be granted under the Post-IPO RSU Plan is refused or not granted (other than subject to customary conditions), on or before the date of the Listing, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (e) the CSRC Filings and the published filing results in respect of the CSRC Filings on its website have been revoked, withdrawn, rejected or terminated; or
- (f) the Company withdraws the Hong Kong Prospectus (and/or any other Offer Related Documents) or the Global Offering; or
- (g) any person has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its report, letters, and/or opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (h) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including pursuant to any exercise of the Over-Allotment Option) pursuant to the terms of the Global Offering; or
- (i) any of the Cornerstone Placing(s) or any of the Cornerstone Investor(s) have been withdrawn, terminated or canceled or if any Cornerstone Investor is unable to fulfil its obligations under the respective Cornerstone Investment Agreement; or
- (j) a significant portion of the orders placed or confirmed in the book-building process has been withdrawn, terminated or cancelled.

- 11.2 Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:
- 11.2.1 subject to Clauses 11.2.2 and 11.2.3 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3, 6.4 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;
- 11.2.2 the Company shall refund as soon as reasonably practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Sole Overall Coordinator and the Sole Global Coordinator pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offer and the Lesso Preferential Offering (in the latter case, the Company shall procure that the Hong Kong Share Registrar and the Nominees arrange for refunds to all applicants under the Hong Kong Public Offer and the Lesso Preferential Offering in accordance with the Registrar Agreement and the Receiving Banks Agreement); and
- 11.2.3 the Company shall as soon as reasonably practicable pay to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the Capital Market Intermediaries the costs, expenses, fees, charges and Taxation set out in Clause 6.2 in accordance with Clause 6.3.

## 12. INDEMNITY

- 12.1 **Indemnity:** Each of the Warrantors (other than Ms. LI Qin) (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate Capital Market Intermediaries and non-syndicate Capital Market Intermediaries as defined in the Code of Conduct) and each of them (for itself, respectively, and on trust for 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 Formal Notice, the OC Announcement, the CSRC Filings and any notices, announcements, advertisements, communications, roadshow presentations or marketing materials or other documents relating to or connected with the Global Offering issued by or on behalf of or authorized by the Company, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries or any of them) (collectively, the “**Related Public Information**”); or



- 12.1.2 any Related Public Information, containing any untrue or alleged untrue statement of a material fact, or omitting or being alleged to have omitting to state a 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 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 any jurisdiction or otherwise or being or alleged to be defamatory of any person or any jurisdiction (except for the name, logo, address and qualifications of each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries); 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 or inaccurate or misleading in any material respect or based on unreasonable assumptions or unreasonable grounds, or omitting or being alleged to have omitting to have taken account of a material fact necessary in order to make it not misleading; or
- 12.1.4 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement, the Price Determination Agreement, the Stock Borrowing Agreement, the Articles of Association, the International Placing Agreement or applicable Laws; or
- 12.1.5 any of the Warranties being untrue, inaccurate or misleading or having been breached or being alleged to be untrue, inaccurate or misleading or alleged to have been breached; or
- 12.1.6 the execution, delivery or performance by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries or any of them of their or its obligations and roles under this Agreement, the International Placing Agreement or the Offering Documents, the CSRC Filings or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as a Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator or Capital Market Intermediaries or otherwise, as applicable; or
- 12.1.7 the execution, delivery and performance of this Agreement and the International Placing Agreement by the Company, and/or the offer, allotment, issue, sale or delivery of the Offer Shares (including the any Option Shares issued by the Company pursuant to the exercise of the Over-Allotment Option); or
- 12.1.8 any act or omission of any member of the Group or any of the Warrantors 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, the CSRC Rules or any Law of any relevant 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 Stock Exchange, the SFC and/or the Registrar of Companies in Hong Kong) by the Company or any of the Directors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules, applicable Laws or condition or term of any Approvals and Filings; or
- 12.1.11 any breach or alleged breach by any member of the Group or any of the Warrantors of any applicable Laws (including the failure or alleged failure to complete truthfully, completely and

accurately the relevant declarations and undertakings with regard to the Directors for the purpose of the Global Offering); or

- 12.1.12 any Proceeding by or before any Authority having commenced or been threatened or any settlement of any such Proceeding; or
- 12.1.13 any breach by the Company or any of the other Warrantors of the terms and conditions of the Global Offering; or
- 12.1.14 any new interpretation of Law or any other matter arising in connection with Global Offering; or
- 12.1.15 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Capital Market Intermediaries, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers and the Underwriter(s) or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 12.1.16 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Capital Market Intermediaries, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement; or
- 12.1.17 any other matter howsoever arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 12.1 shall not apply in respect of any Indemnified Party if any such Loss suffered or incurred by such Indemnified Party is finally judicially determined by a court of competent jurisdiction or an arbitral tribunal (as the case may be) to have been caused solely and directly by the gross negligence, fraud or wilful misconduct on the part of such Indemnified Party.

As used herein, “**Indemnified Parties**” mean (i) the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 3.8; (iii) their respective representatives, partners, directors, supervisors, shareholders, officers, members, employees, agents and advisers; (iv) all representatives, partners, directors, supervisors, shareholders, officers, members, employees, agents and advisers of their respective subsidiaries, head offices, branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and “**Indemnified Party**” means any of them.

- 12.2 **Indemnity by the Controlling Shareholders:** Each of the Controlling Shareholders hereby undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Markets Intermediary and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, hold harmless and keep fully indemnified, on demand, each such Indemnified Party

against all Losses which, jointly or severally, any such Indemnified Party may suffer or incur, and against all Proceedings, 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:

- 12.2.1 the execution, delivery and performance of this Agreement and/or the International Placing Agreement by each Controlling Shareholder; or
  - 12.2.2 any breach or alleged breach on the part of each Controlling Shareholder of any of the provisions of this Agreement and/or the International Placing Agreement; or
  - 12.2.3 any of the Warranties given by each Controlling Shareholder in Schedule 3 being untrue, inaccurate or misleading in any material respect or having been breached or being alleged to be untrue, inaccurate or misleading in any material respect or alleged to have been breached.
- 12.3 **No claims against Indemnified Parties:** No Proceedings shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to, an 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 or in the Offering Documents, the performance by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Offer Shares or the Less Reserved Shares or the preparation or dispatch of the Offering Documents; provided that the foregoing shall exclude any Proceeding relating to or Loss that is finally judicially determined by a court of competent jurisdiction or an arbitral tribunal to have been caused solely and directly by the gross negligence, fraud or wilful misconduct on the part of such Indemnified Party.
- 12.4 **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 as soon as reasonably practicable give notice thereof to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself on behalf of other Indemnified Parties) in writing with reasonable details thereof to the extent legally permissible.
- 12.5 **Conduct of claims.** If any Proceeding is instituted involving any Indemnified Party in respect of 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, as soon as reasonably practicable 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, and the Sole Global Coordinator (for itself 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself 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. All properly and reasonably incurred fees and expenses of the separate

counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

- 12.6 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party (provided that such consent shall not be unreasonably withheld), 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, 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.
- 12.7 **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.
- 12.8 **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 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; provided that it shall exclude any costs, charges, fees and expenses from a Proceeding or Loss that is finally judicially determined by a court of

competent jurisdiction or an arbitral tribunal to have been caused solely and directly by the gross negligence, fraud or wilful misconduct on the part of such Indemnified Party.

- 12.9 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by the Indemnifying Party as and when they are incurred within 20 Business Days of a written notice demanding payment being given to the relevant Indemnifying Party by or on behalf of an Indemnified Party.
- 12.10 **Payment free from counterclaims/ set-offs:** All payments made 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 Law. If an Indemnifying Party makes a deduction or 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.
- 12.11 **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.
- 12.12 **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.
- 12.13 **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 12.13) 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries before such person may enforce the terms of this Clause 12. Save as provided in this Clause 12.13, 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Manager, the Hong Kong Underwriters and the Capital Market Intermediaries 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Manager, the Hong Kong Underwriters or the Capital Market Intermediaries 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 the Company (or by any of its directors, supervisors, officers, employees or agents) during the period of one year from the date of this Agreement without the prior written approval of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) except in the event and to the extent that any such announcement is required by the Listing Rules, any applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC, whether or not the requirement has the force of law and any such announcement

so made by any of the parties shall be made only after the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been reasonably considered by the issuers thereof.

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

#### 14. CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates and its and their directors, supervisors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

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

- 14.2.1 required by applicable Laws;
- 14.2.2 required by Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC, whether or not the requirement of information has the force of law;
- 14.2.3 required to vest the full benefit of this Agreement in such party;
- 14.2.4 disclosed to the professional advisers and auditors of such party on a need-to-know basis and under a duty of confidentiality;
- 14.2.5 the information has come into the public domain through no fault of such party;
- 14.2.6 required by any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries 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
- 14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters and the Capital Market Intermediaries, by the Sole Overall Coordinator or the Sole Global Coordinator (for itself on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries)), such approval not to be unreasonably withheld or delayed,

provided that, in the cases of Clauses 14.2.3 and 14.2.6, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this Clause 14 shall 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.

## 15. NOTICES

15.1 **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.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

15.2.4 if sent by facsimile, when dispatched 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; or

15.2.5 if sent by electronic mail, upon dispatch to the electronic mail address of the relevant party as evidenced by the transmission and electronic confirmation of delivery receipt.

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.

15.3 **Details of contact:** The relevant address, email and facsimile number (if applicable) of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the *Company*, to:

|           |   |   |
|-----------|---|---|
| Address   | : | 21/F, Block A, Daoxing Science and Technology Innovation Centre, Xingdong Community, Xin'an Street, Bao'an District, Shenzhen PRC |
| Email     | : | <a href="mailto:eda-kunpeng@edayun.cn">eda-kunpeng@edayun.cn</a> / derek@edayun.cn/<br>Michael@edayun.cn                          |
| Fax       | : | -   |
| Attention | : | Mr. Liu Yong / Mr. Michael Cheung   |

If to any of the *other Warrantors*, to the address, email and fax number (if applicable) of such party, and for the attention of the persons, specified opposite the name of such party in **Schedule 1**.

If to *CMBI*, to:

|         |   |   |
|---------|---|---|
| Address | : | 45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong |
| Email   | : | ECMs@cmbi.com.hk  |

Fax : +852 3900 0865  
Attention : CMBI ECM

If to *ABCI Capital*, to:

Address : 11/F, Agricultural Bank of China Tower, 50 Connaught Road  
Central, Hong Kong  
Email : abcic.ecm@abci.com.hk  
Fax : +852 2861 0061  
Attention : ECM Team

If to *ABCI Securities*, to:

Address : 10/F, Agricultural Bank of China Tower, 50 Connaught Road  
Central, Hong Kong  
Email : abcic.ecm@abci.com.hk  
Fax : +852 2861 0061  
Attention : ECM Team

If to *BOCI*, to:

Address : 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong  
Email : Kunpeng.2024@bocigroup.com  
Fax : +852 2973 6309  
Attention : BOCI ECM / Kenny Zhao

If to *CEB*, to:

Address : 35/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong  
Kong  
Email : ecm@cebi.com.hk  
Fax : +852 2532 6802  
Attention : Equity Capital Markets (ECM)



If to *CGIS*, to:

Address : 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong  
Email : Ecm@chinastock.com.hk  
Fax : +852 3698 6386  
Attention : ECM Team (Jason Chan, Amy Hsu, Christy Lam, Daisy Tang, Vivi Zeng)

If to *Quam*, to:

Address : 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong  
Email : QSec-ECM@quamgroup.com  
Fax : +852 2125 7705  
Attention : Louis Chan / Edward Chan / Melinda Li

If to *Eddid*, to:

Address : 21/F, Citic Tower, 1 Tim Mei Avenue, Central, Hong Kong  
Email : gcm@eddidcapital.com / melody.pan@eddid.com.hk  
Fax : +852 3572 0052  
Attention : GCM / Melody Pan

If to *Futu*, to:

Address : 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong  
Email : project.Kunpeng@futihk.com  
Fax : +852 2523 6588  
Attention : Tse Chi Kin, Daniel

If to *Tiger*, to:

Address : 1/F, No. 308 Des Voeux Road Central, Sheung Wan, Hong Kong  
Email : ProjectKunpeng@itiger.com  
Fax : +852 3010 8782

Attention : John Chan

If to *Patrons*, to:

Address : Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central,  
Sheung Wan, Hong Kong

Email : ecm@patronssecurities.com

Fax : +852 3192 4218

Attention : Mike Yeung

If to *Ruibang*, to:

Address : 9/F, Sang Woo Building, 227-228 Gloucester Road, Wanchai,  
Hong Kong

Email : ecm@ruibang.com.hk

Fax : +852 2950 4444

Attention : Wong Nelson Yeung Cheong

If to any of the *other Hong Kong Underwriters*, to the address, email and fax number of such Hong Kong Underwriter, and for the attention of the person, specified opposite the name of such Hong Kong Underwriter in **Schedule 2**.

15.4 **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 15.3, provided that such notification shall only be effective on:

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

15.4.2 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.

## 16. GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong.

16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and, in the case of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, as agent for their respective affiliates, that any dispute, controversy, differences or claim arising out of or relating to this Agreement, including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability, including any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC

Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. 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 clause 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 16.2 shall survive the termination of this Agreement and 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 aid of any arbitration commenced under this Clause 16.

- 16.3 **Court proceedings:** Notwithstanding Clause 16.2, and irrespective of whether any arbitration has been commenced pursuant to Clause 16.2, each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries shall also have the sole and absolute right (a) to refer any dispute to be finally resolved by any court of competent jurisdiction; and (b) in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against each of the Warrantors in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise) and for such purposes each of the Warrantors hereby irrevocably consent to be joined as parties to such proceedings.

Once any dispute is referred to a court pursuant to Clause 16.3(a), the parties to this Agreement shall terminate any arbitration in respect of the same dispute. For the purposes of this Clause 16.3, each of the Warrantors hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to Clause 16.3(a) or Clause 16.3(b) and waives any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other country of a judgment delivered by such court.

- 16.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court in which proceedings have been commenced under Clause 16.3 in relation to a dispute. Additionally, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong to support and assist any arbitration commenced under Clause 16.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.

- 16.5 **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 and any claim of forum *non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

- 16.6 **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 15 and, in the case of the Non-Hong Kong Parties, in accordance with Clause 16.7.

- 16.7 **Process agent:** Further, each of the Warrantors (other than the Company, Mr. Zuo Manlun, Mr. Luo Jianfeng and Mr. Cheung Man Yu) (the “**Non-Hong Kong Parties**”), irrevocably appoints the Company as its/his/her authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon any of the Non-Hong Kong Parties 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 Non-Hong Kong Parties, the Non-Hong Kong Parties shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and deliver to each of the other parties hereto a copy of the new

agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) shall be entitled to appoint such new agent for and on behalf of the Non-Hong Kong Parties, and such appointment shall be effective upon the giving notice of such appointment to the Non-Hong Kong Parties. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

Where proceedings are taken against the Non-Hong Kong Parties in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Non-Hong Kong Parties shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) shall be entitled to appoint such agent for and on behalf of the Non-Hong Kong Parties, and such appointment shall be effective upon the giving notice of such appointment to the Non-Hong Kong Parties.

- 16.8 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), any of the Warrantors has or can claim for himself/herself/itself or his/her/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 himself/herself/itself or his/her/its assets, properties or revenues any such immunity (whether or not claimed), each of the Warrantors hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings. This waiver extends to and constitutes consent to relief being given against any of the Warrantors in any jurisdiction by way of injunction or order for specific performance or for the recovery of any property whatsoever or other provisional or interim protective measures and to his/her/its property being subject to any process effected in the course or as a result of any action *in rem*.

## 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:** Each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the

Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of such persons, as applicable. 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 8.6 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 and the Capital Market Intermediaries as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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, in the case of the Sole Sponsor and the Sole Overall Coordinator, together with the Sponsor Engagement Letter, and in case of the Capital Market Intermediaries, together with the Capital Market Intermediary engagement letters, constitute the entire agreement between the Company, the Controlling Shareholders the other Warrantors, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries relating to the underwriting of the Hong Kong Public Offer 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. For the avoidance of doubt, the appointment of the Sole Sponsor and the Sole Overall Coordinator is in addition to the terms and conditions of the Sponsor Engagement Letter, which shall continue to be in force and binding upon the parties. If any terms herein this Agreement are inconsistent with that of the Sponsor Engagement Letter and the Capital Market Intermediary 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 such counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

- 17.10 **Judgement Currency Indemnity:** In respect of any judgement 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 **Taxation:** All payments to be made by the Warrantors under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxation. If any Taxation is required by Laws to be deducted or withheld in connection with such payments, such Warrantor will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable.

If any of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries is required by any Authority to pay any Taxation as a result of this Agreement or receiving a payment under this Agreement or the transactions contemplated hereunder, the Warrantors will pay an additional amount to such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries so that the full amount of such payments as agreed in this Agreement to be paid to such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries is received by such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries. The Warrantors will further, if requested by such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries, use all efforts to give such assistance as such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries may reasonably request to assist such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries in discharging its obligations in respect of such Taxation, including by making filings and submissions on such basis and such terms as such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries requests, promptly making available to such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries notices received from any Authority and, subject to the receipt of funds from such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries, by making payment of such funds on behalf of such Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead

Managers, Hong Kong Underwriters or Capital Market Intermediaries to the relevant Authority in settlement of such Taxation and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

- 17.12 **Authority to the Sole Overall Coordinator and Sole Global Coordinator:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Sole Overall Coordinator and Sole Global Coordinator) hereby authorizes the Sole Overall Coordinator and Sole Global Coordinator 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 Sole Overall Coordinator and Sole Global Coordinator in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **Officer's Certificates:** (A) Any certificate signed by any officer of the Company or of any of the other members of the Group and delivered to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, any Underwriter or any Capital Market Intermediary 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 Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, any Underwriter or any Capital Market Intermediary; (B) any certificate signed by the Controlling Shareholders or any officer of the Controlling Shareholders and delivered to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, any Underwriter or any Capital Market Intermediary 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 Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, Underwriter or Capital Market Intermediary; and (C) any certificate signed by the Executive Directors and delivered to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, any Underwriter or any Capital Market Intermediary or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Executive Directors as to matters covered thereby, to each Sole Sponsor, Sponsor-OC, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunners, Joint Lead Managers, Underwriter or Capital Market Intermediary; (D) any certificates signed by the chief financial officer of the Company and delivered to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, any Underwriter or any Capital Market Intermediary or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company and the Directors as to matters covered thereby, to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, Underwriters or Capital Market Intermediaries.
- 17.14 **No right of contribution:** Each of the Warrantors hereby irrevocably and unconditionally:
- 17.13.1 waives any right of contribution or recovery or any claim, demand or action he/she/it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against he/she/it, or any loss or damage or liability suffered or incurred by he/she/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of he/she/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 17.13.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to he/she/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

- 17.13.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against he/she/it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom he/she/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 Warrantors shall from time to time, on being required to do so by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may require to give full effect to this Agreement and secure to the Hong Kong Underwriters, the Joint Bookrunners, the Joint Lead Managers, 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 **Third party rights:** To the extent otherwise set out in this Clause 17.16, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 17.16.1 Indemnified Parties may enforce and rely on Clauses 12.1 and 12.2 to the same extent as if they were a party to this Agreement as provided under Clause 12.13.
- 17.16.2 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 17.16.1.
- 17.16.3 The assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 17.17 **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.

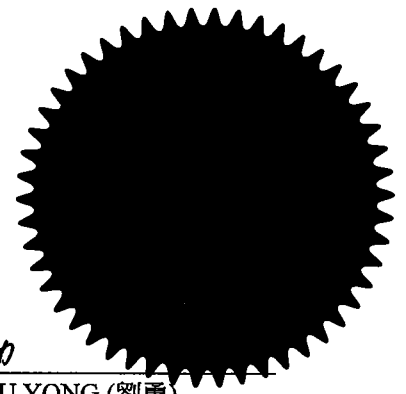
**IN WITNESS** whereof this Agreement has been entered into the day and year first before written



**THE COMPANY**

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDA GROUP HOLDINGS LIMITED**  
in the presence of:-

)  
)  
)  
)  
)



*Signature*

Name: LIU YONG (劉勇)  
Title: Director

*Signature*

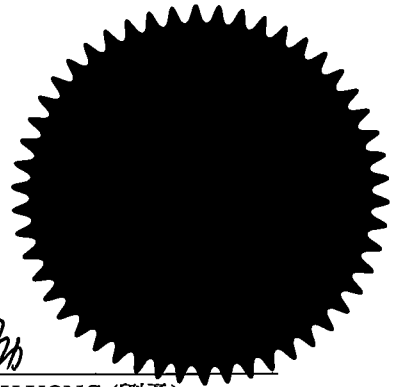
Name:

*Deng nantzu*

**CONTROLLING SHAREHOLDERS**

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDA SHINE INTERNATIONAL LIMITED**  
in the presence of:-

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*LA*  
Name: LIU YONG (劉勇)

Title: Director

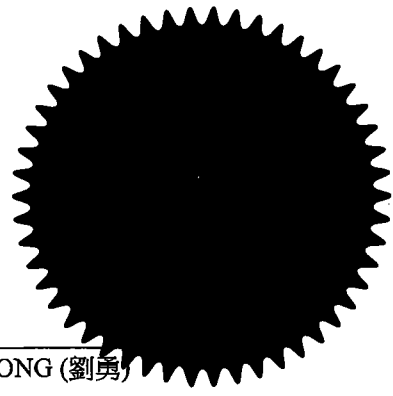
*董南林*

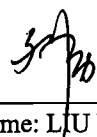
Name:

*Dong nantian*

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDAURORA HOLDINGS LIMITED**  
in the presence of:-

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Name: LIU YONG (劉勇)

Title:

Director

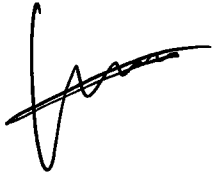


Name:

Deng nanlin

**EXECUTED as a DEED**  
for and on behalf of  
**SKYLINE INVESTMENT INTERNATIONAL LIMITED**  
in the presence of:-

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Name: WONG Dik Man Alex for and behalf of  
Sovereign Directors (HK) Limited  
Title: Director



Name: TAM Lai Ching



**SIGNED, SEALED AND DELIVERED**  
**AS A DEED** by  
**LIU YONG (劉勇)**  
in the presence of:-

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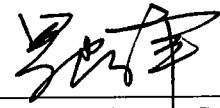


Name:



**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**LS DIDI NETWORK TECHNOLOGY LIMITED**  
(領尚嘑嘑網路科技有限公司)  
in the presence of:-

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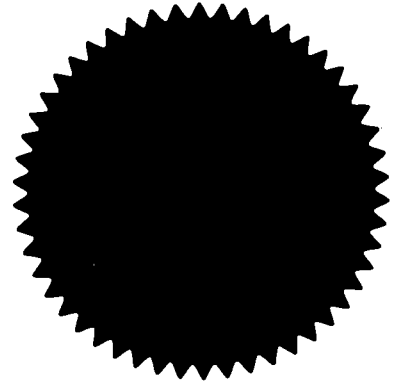
Name: LUO JIANFENG (羅建峰)

Title: *Director*



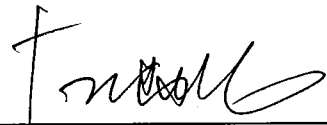
Name:

*Jane Ding*




**EXECUTED** as a **DEED** by  
**ZUO MANLUN** (左滿倫)  
for and on behalf of **星遠寰亞中國控股有限公司**  
**SAMANEA CHINA HOLDINGS LIMITED**  
in the presence of:-

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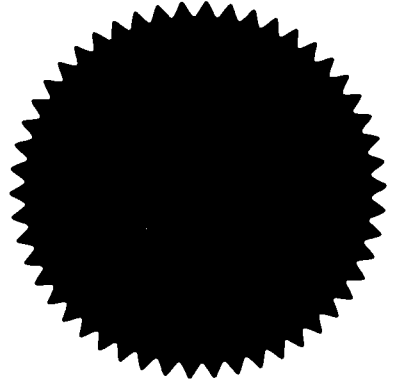


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Name: **ZUO MANLUN** (左滿倫)  
Title: *Director*

Name: *Cathy Li* 

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**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**LESSO HOME INTERNATIONAL HOLDINGS LIMITED**  
(領尚環球國際控股有限公司)  
in the presence of:-

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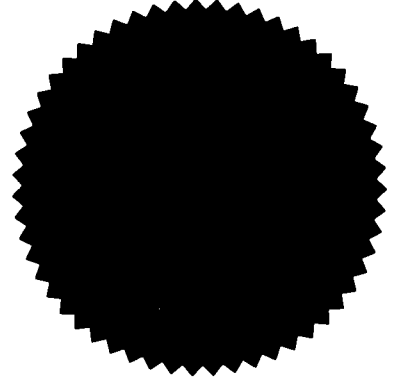


Name: LUO JIANFENG (羅建峰)

Title: Director

Name:

Cathy Li






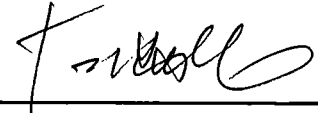
**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**CHINA LESSO GROUP HOLDINGS LIMITED**  
(中國聯塑集團控股有限公司)  
in the presence of:-

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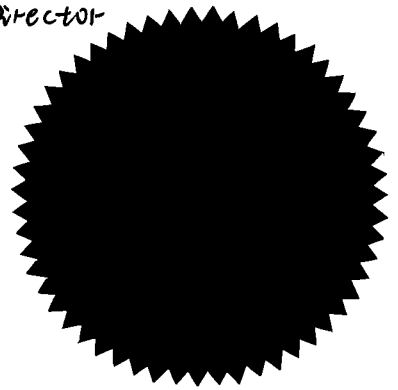


Name: LUO JIANFENG (羅建峰)  
Title: Director

Name: Cathy Li 



Name: ZUO MANLUN (左滿倫)  
Title: Director

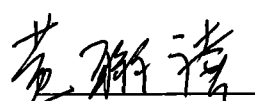




**SIGNED, SEALED AND DELIVERED**

**AS A DEED** by

**WONG LUEN HEI (黃聯禧)**

in the presence of:-

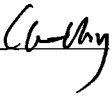
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Name: *Cathy Li* 

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
ZUO XIAOPING (左笑萍)  
in the presence of:-

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\_\_\_\_\_  
Name: Cathy Li 

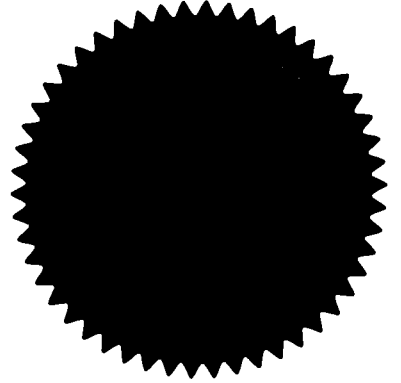
**EXECUTED** as a **DEED** by  
**ZUO MANLUN** (左滿倫)  
for and on behalf of  
**ZHAN HUA LIMITED** 展華有限公司  
in the presence of:-

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Name: ZUO MANLUN (左滿倫)  
Title: Director

Name: Cathy Li

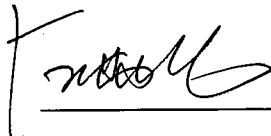




**SIGNED, SEALED AND DELIVERED**

**AS A DEED** by

**ZUO MANLUN (左滿倫)**

in the presence of:-

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Name: Cathy Li


**EXECUTED** as a **DEED** by  
**LUO JIANFENG (羅建峰)**  
for and on behalf of  
**DAWNHILL GROUP LIMITED 曉峰集團有限公司**  
in the presence of:-

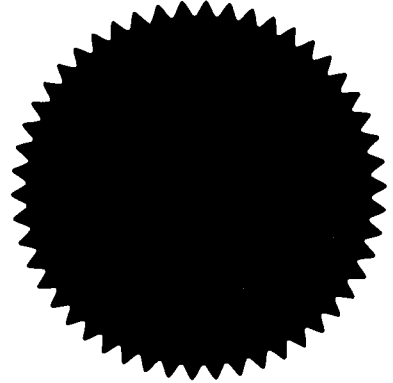
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Name: LUO JIANFENG (羅建峰)

Title: Director

Name: Cathy Li 



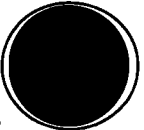
**SIGNED, SEALED AND DELIVERED**

**AS A DEED** by

**LUO JIANFENG (羅建峰)**

in the presence of:-

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羅建峰 

Jan  
Name: Jane Ding

**EXECUTED** as a **DEED** by  
**CHEUNG MAN YU** (張文字)  
for and on behalf of  
**LITTLEBEAR INVESTMENT LIMITED**  
in the presence of:-

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) *Cheung man yu*  
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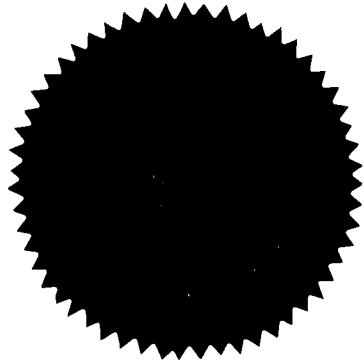
Name: CHEUNG MAN YU  
(張文字)

Title: *Director*

*梅榮景*


Name:

*Rongjing Mei*





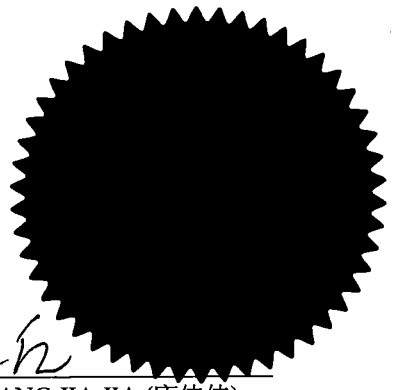
SIGNED, SEALED AND DELIVERED  
AS A DEED by  
CHEUNG MAN YU (張文宇)  
in the presence of:-

)  
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) cheung man yu 

梅榮景  
Name: Rongjing Mei

**EXECUTED** as a **DEED** by  
**TANG JIA JIA** (唐佳佳)  
for and on behalf of  
**QCJJ GROUP LIMITED**  
in the presence of:-

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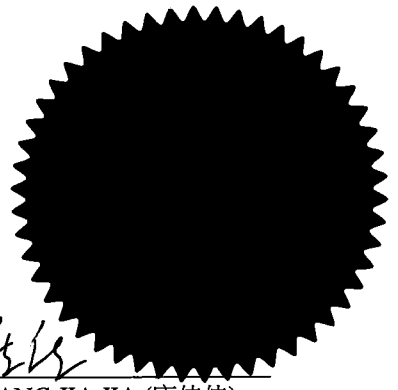
唐佳佳  
Name: TANG JIA JIA (唐佳佳)  
Title: Director

朱胜彦.

Name: Zhu sheng Yan.

**EXECUTED** as a **DEED** by  
**TANG JIA JIA** (唐佳佳)  
for and on behalf of  
**QCZC GROUP LIMITED**  
in the presence of:-

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唐佳佳  
Name: TANG JIA JIA (唐佳佳)  
Title: Director

朱胜晏

Name:

Zhu Sheng Yan

**SIGNED, SEALED AND DELIVERED**

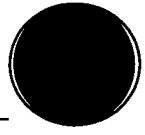
**AS A DEED** by

**TANG JIA JIA (唐佳佳)**

in the presence of:-

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唐佳佳



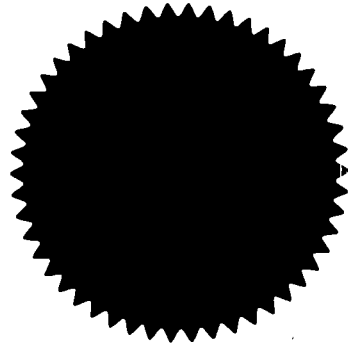
朱聖晏

Name:

Zhu Sheng Yan.

EXECUTED as a DEED by  
QIAN YU CHENG (錢玉澄)  
for and on behalf of  
QCBM GROUP LIMITED  
in the presence of:-

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錢玉澄

Name: QIAN YU CHENG  
(錢玉澄)

Title: Director

楊濤

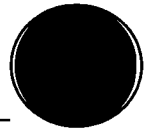
Name:

Yang Hao

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
QIAN YU CHENG (錢玉澄)  
in the presence of:-

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錢玉澄



楊灝

Name:

Yang Hao

**EXECUTIVE DIRECTORS**

**SIGNED, SEALED AND DELIVERED**

**AS A DEED** by

**LIU YONG (劉勇)**

in the presence of:-

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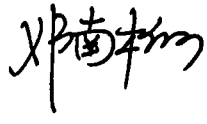
Name:

Deng nantian

**SIGNED, SEALED AND DELIVERED**  
**AS A DEED** by  
**LI QIN (李勤)**  
in the presence of:-

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Name: Deng nanliu



SIGNED, SEALED AND DELIVERED  
AS A DEED by  
CHEUNG MAN YU (張文字)  
in the presence of:-

)  
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) Cheung Man Yu   
)

梅榮景  
Name: Rongjing Mei

**SOLE SPONSOR**

**SIGNED** by SIU SIN WAI, SELWYN  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of: Jackson Huang

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**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG *plu*

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**SPONSOR-OC**

**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

*Jackson Huang*


*Jackson*

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*Siu Sin Wai*

**SIGNED** by **YANG TIANXIAO**

for and on behalf of

**CMB INTERNATIONAL CAPITAL LIMITED**

in the presence of: **SUI XIAOMENG** 


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**SOLE OVERALL COORDINATOR**

**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of: *Jackson Huang*

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**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SOLE GLOBAL COORDINATOR**

**SIGNED** by SIU SIN WAI, SELWYN  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of: *Jackson Huang*

)  
) *Selwyn*  
)  
)

*Jackson*



**SIGNED by YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG *SM*

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**JOINT BOOKRUNNERS**


**SIGNED** by SIU SIN WAI, SELWYN  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

*Jackson Huang*

*Jackson*

)  
) *Siu Sin Wai*  
)  
)

**SIGNED by YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC CAPITAL LIMITED

in the presence of:

LIUMERJUN 刘美君

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of:

SUI KIAMENH JEN

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A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned to the right of the closing parentheses.

**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*



**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

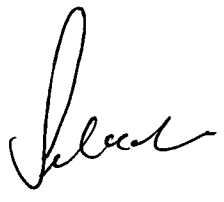
SUI XIAOMENG 

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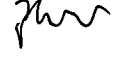


**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of: *Jackson Huang*

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**SIGNED by YANG TIANXIAO of**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**

in the presence of: SUI XIAOMENG *plm*

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**JOINT LEAD MANAGERS**


**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**

in the presence of: *Jackson Huang*

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*Selwyn*

*Jackson*

**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**ABC SECURITIES COMPANY LIMITED**

in the presence of: *Jessica Cao*

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*Jessica*



SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

ABC SECURITIES COMPANY LIMITED

in the presence of: LIUMEIJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of: *Jackson Huang*

*Jackson*


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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of:

SUI XIAOMENG 


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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of: *Jackson Huang*

)  
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) *Selwyn*  
)  
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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

SUI XIAOMEN 

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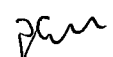
**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**

in the presence of: *Jackson Huang*

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*Jackson*

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of  
CHINA GALAXY INTERNATIONAL SECURITIES  
(HONG KONG) CO., LIMITED  
in the presence of: SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of: *Jackson Huang*

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of:

SUI KIAOMENG 

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SIGNED by SIU SIN WAI, SELWYN of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of: Jessica Cao

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Jessica Cao


SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of:

LIUMEIJUN 刘梅君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: *Jackson Huang*

)  
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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of: *Jackson Huang*

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) *Selwyn*  
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*Jackson*

**SIGNED by YANG TIANXIAO of**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

*PATRONS SECURITIES (LIMITED)*

in the presence of: *Jessica Cao*

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*Jessica*




SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

PATRONS SECURITIES LIMITED

in the presence of:

LIU MEIJUN 刘梅君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**RUIBANG SECURITIES LIMITED**

in the presence of: *Jessica Cao*

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*Jessica*

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

RUIBANG SECURITIES LIMITED

in the presence of:


LIUM ZIJUN 刘美君

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**SIGNED by YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**ABC SECURITIES COMPANY LIMITED**

in the presence of: *Jessica Cao*

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*Jessica*

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC SECURITIES COMPANY LIMITED

in the presence of:


LIUM EJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**  
in the presence of: *Jackson Huang*


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*Jackson*



**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of: **SUI XIAOMENG** 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

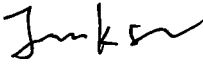

SUN XIANGMENG 

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**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of: Jackson Huang

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**SIGNED by YANG TIANXIAO of**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**

in the presence of:


SUI XIAOMENG 

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of:

SWI XIAOMENG 


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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**EDDID SECURITIES AND FUTURES LIMITED**

in the presence of: *Jessica Cao*

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*Jessica*



SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED


in the presence of: LIUMEIJUN 刘梅君

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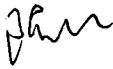
**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: Jackson Huang

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Jackson

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of:

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

PATRONS SECURITIES LIMITED

in the presence of:

LIU MEIJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**RUIBANG SECURITIES LIMITED**

in the presence of: *Jessica Cao*

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*Jessica Cao*



SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

RUIBANG SECURITIES LIMITED

in the presence of:

LIUMEIJUN 刘美君

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**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

ABC CAPITAL LIMITED

in the presence of:

LIUMEIJUN 刘美君

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC SECURITIES COMPANY LIMITED

in the presence of:

LIU MEIJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**  
in the presence of: Jackson Huang


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Jackson



**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of: *SUI XIAOMENG* 

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

SUI KIAOMENGI 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of:

*Jackson Huang*


*Jackson*

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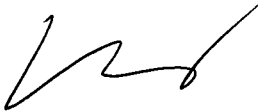


**SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of  
CHINA GALAXY INTERNATIONAL SECURITIES  
(HONG KONG) CO., LIMITED**

in the presence of:

SU XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of: *Jackson Huang*

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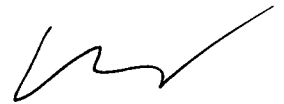


*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of:

SUI XIAOMEN 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**EDDID SECURITIES AND FUTURES LIMITED**

in the presence of: *Jessica Cao*

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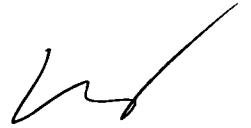


SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of: LIU MEIJUN 刘美君

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**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: *Jackson Huang*

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) *Selwyn*  
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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: *SUI KIAOMENG* *jsm*

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A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

PATRONS SECURITIES LIMITED

in the presence of:

LIUMEIJUN

刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**

as attorney for and on behalf of

*RUIBANG SECURITIES LIMITED*

in the presence of: *Jessica Cao*

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*Jessica Cao*



SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

RUIBANG SECURITIES LIMITED

in the presence of:

LIUMEIJUN 刘梅君

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**SCHEDULE 1**

**CONTROLLING SHAREHOLDERS AND EXECUTIVE DIRECTORS**

| <b>Name</b>  | <b>Address</b>  | <b>Email</b>    | <b>Facsimile Number</b> |
|--|---|-----------------|-------------------------|
| <b><u>Controlling Shareholders</u></b>                   |   |                 |                         |
| EDA Shine International Limited                          | Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola, VG1110, British Virgin Islands  | derek@edayun.cn | N/A                     |
| Edaurora Holdings Limited                                | Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola, VG1110, British Virgin Islands  | derek@edayun.cn | N/A                     |
| Skyline Investment International Limited                 | Mill Mall, Suite 6, Wickhams Cay 1, PO Box 3085, Road Town, Tortola, British Virgin Islands   | derek@edayun.cn | N/A                     |
| Liu Yong (劉勇)  | 2B, Building 2, Shanhai Cuilu, Liwan Road, Nanshan District, Shenzhen City, Guangdong Province, PRC                                       | derek@edayun.cn | N/A                     |
| LS DiDi Network Technology Limited (領尚嗒嗒網絡科技有限公司)        | Tricor Services (Cayman Islands) Limited, Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands | luojf@lesso.com | N/A                     |
| Samanea China Holdings Limited (星邁黎亞中國控股有限公司)            | 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands  | zuoml@lesso.com | N/A                     |
| Lesso Home International Holdings Limited (領尚環球國際控股有限公司) | 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands  | luojf@lesso.com | N/A                     |
| China Lesso Group Holdings Limited (中國聯塑集團控股有限公司)        | Unit 1A, 10th Floor, Tower 2, South Seas Centre, 75 Mody Road, Kowloon, Hong Kong   | zuoml@lesso.com | N/A                     |
| Wong Luen Hei (黃聯禧)                                      | Flat D, 59/F, Block 3, Sorrento, No. 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong  | zuoxy@lesso.com | N/A                     |
| Zuo Xiaoping (左笑萍)                                       | Flat D, 59/F, Block 3, Sorrento, No. 1 Austin Road West, Tsim Sha Tsui, Kowloon, Hong Kong  | zuoxy@lesso.com | N/A                     |

|                                      |  |                          |     |
|--------------------------------------|--|--------------------------|-----|
| Zhan Hua Limited<br>(展華有限公司)         | Vistra Corporate Services<br>Centre, Wickhams Cay II,<br>Road Town, Tortola, VG1110,<br>British Virgin Islands | zuoml@lesso.com          | N/A |
| Zuo Manlun (左滿倫)                     | Flat D, 59/F, Block 3,<br>Sorrento,<br>No.1 Austin Road West,<br>Tsim Sha Tsui,<br>Kowloon,<br>Hong Kong       | zuoml@lesso.com          | N/A |
| Dawnhill Group Limited<br>(曉峰集團有限公司) | Vistra Corporate Services<br>Centre, Wickhams Cay II,<br>Road Town, Tortola, VG1110,<br>British Virgin Islands | luojf@lesso.com          | N/A |
| Luo Jianfeng (羅建峰)                   | Flat A, 11/F,<br>Wah Shing Building,<br>21 Castle Peak Road,<br>Sham Shui Po,<br>Kowloon,<br>Hong Kong         | luojf@lesso.com          | N/A |
| LittleBear Investment<br>Limited     | Craigmuir Chambers, Road<br>Town, Tortola, VG1110,<br>British Virgin Islands                                   | michael@edayun.cn        | N/A |
| Cheung Man Yu (張文宇)                  | RM10, 31/F,<br>Lung Sing House,<br>Kam Lung Court,<br>Ma On Shan, NT,<br>Hong Kong                             | michael@edayun.cn        | N/A |
| QCJJ Group Limited                   | Craigmuir Chambers, Road<br>Town, Tortola, VG1110,<br>British Virgin Islands                                   | jiajia.tang@keesson.com  | N/A |
| QCZC Group Limited                   | Craigmuir Chambers, Road<br>Town, Tortola, VG1110,<br>British Virgin Islands                                   | jiajia.tang@keesson.com  | N/A |
| Tang Jia Jia (唐佳佳)                   | Room 504, Building 4, South<br>District, No.1 Cao Yun Road,<br>Panyu District, Guangzhou,<br>PRC               | jiajia.tang@keesson.com  | N/A |
| QCBM Group Limited                   | Craigmuir Chambers, Road<br>Town, Tortola, VG1110,<br>British Virgin Islands                                   | yucheng.qian@keesson.com | N/A |
| Qian Yu Cheng (錢玉澄)                  | Room 502, Block 3, Staircase<br>1, West 6th Street, No.9 Liang<br>Road, Panyu District,<br>Guangzhou, PRC      | yucheng.qian@keesson.com | N/A |

### **Executive Directors**

|                     |  |                   |     |
|---------------------|--|-------------------|-----|
| Liu Yong (劉勇)       | 2B, Building 2, Shanhai Cuilu,<br>Liwan Road,<br>Nanshan District, Shenzhen<br>City,<br>Guangdong Province,<br>PRC                   | derek@edayun.cn   | N/A |
| Li Qin (李勤)         | Room 2803, Building A,<br>Yulongyuan,<br>No. 3058, Nanxin Road,<br>Nanshan District, Shenzhen<br>City,<br>Guangdong Province,<br>PRC | qinli@edayun.cn   | N/A |
| Cheung Man Yu (張文宇) | RM 10, 31/F, Lung Sing<br>House,<br>Kam Lung Court,<br>Ma On Shan, NT,<br>Hong Kong  | michael@edayun.cn | N/A |

SCHEDULE 2

**THE HONG KONG UNDERWRITERS**

| <u>Hong Kong Underwriter</u> | <u>Maximum number of<br/>Hong Kong Offer Shares<br/>to be underwritten</u> | <u>Percentage<br/>to be<br/>underwritten</u> |
|------------------------------|--|--|
| CMBI                         | See below  | See below                                    |
| ABCI Securities              | See below  | See below                                    |
| BOCI                         | See below  | See below                                    |
| CEB                          | See below  | See below                                    |
| CGIS                         | See below  | See below                                    |
| Quam                         | See below  | See below                                    |
| Eddid                        | See below  | See below                                    |
| Futu                         | See below  | See below                                    |
| Tiger                        | See below  | See below                                    |
| Patrons                      | See below  | See below                                    |
| Ruibang                      | See below  | See below                                    |
| <b>Total</b>                 | <u><u>9,763,000</u></u>  | <u><u>100%</u></u>                           |

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

$$A = B/C \times 9,763,000$$

where:

“**A**” is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded to the nearest whole number of Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 9,763,000 and (iii) the number underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

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

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

### SCHEDULE 3

#### THE WARRANTIES

##### **Part A: Representations and warranties of the Warrantors**

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, 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 CSRC Filings is and remains complete, true and accurate and not misleading in any material respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any material respect.
- 1.2 All information disclosed or made available and used as the basis of information contained in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the CSRC Filings, the Formal Notice, the OC Announcement and the other Offering Documents (save for the Investor Presentation Materials), and the answers and documents referred to in the Verification Notes so disclosed or made available prior to the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated) given by or on behalf of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents, to the Sole Sponsor, the Underwriters and the Capital Market Intermediaries, the Reporting Accountants and other professional advisers for the purposes of the Global Offering was when given and repeated as specified in Clause 8.3 of this Agreement, all information and documents provided for the discharge by the Sole Sponsor, the Sole Overall Coordinator and the Capital Market Intermediaries of their respective obligations as the Sole Sponsor, the Sole Overall Coordinator and/or the Capital Market Intermediaries under the Code of Conduct, and the Listing Rules, the CSRC Rules and other applicable Laws, remains complete, true and accurate in all material respects and not misleading with no omissions in all material respects and all forecasts and estimates so disclosed or made available have been made after due, careful and proper consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Application Proof, the PHIP, the CSRC Filings, the Formal Notice, the OC Announcement and the other Offering Documents (save for the Investor Presentation Materials) (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents. The Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents have made due and careful enquiry and sought advice where appropriate.
- 1.3 None of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the CSRC Filings, the Formal Notice, the OC Announcement and the other Offering Documents (save for the Investor Presentation Materials) contains or will contain any untrue statement of or omits or will omit to state any material fact necessary in order to make the statements made therein and, in light of the circumstances under which they were made, not misleading in any material respect.
- 1.4 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the CSRC Filings, the Formal Notice, the OC Announcement and the other Offering Documents (save for the Investor Presentation Materials) (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, profit forecast, estimates of listing expenses, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation), at and as of the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are or will remain fairly and honestly made on reasonable grounds in good faith after due and proper consideration or, where appropriate, based on reasonable and fair assumptions, and such grounds or assumptions are or will remain truly and honestly held by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors,

officers, employees, affiliates, advisers or agents in good faith and there are or will be no other facts known or which could, upon due and careful inquiry, have been known the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents the omission of which would make any such statement or expression misleading in any material respect.

- 1.5 All forecasts and estimates, if any, contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Final Offering Circular, the CSRC Filings, and at all other times when the Warranties are repeated have been made after due and proper consideration and on the bases and assumptions referred to in therein and represent or will continue to represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents, and there are and will be no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents in which such forecasts or estimates are contained. Such forecasts or estimates do not or will not omit or neglect in any material respect to include or take into account of any facts or matters which are or may be relevant to such forecasts or estimates or to the Global Offering.
- 1.6 Without prejudice to any of the other Warranties:
- (i) the statements contained in the section of each of the Hong Kong Prospectus, and the Preliminary Offering Circular relating to the Company's future plans and use of proceeds represent the true and honest belief and plans of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents arrived at after due, proper and careful consideration and enquiry;
  - (ii) the statements contained in each of the Hong Kong Prospectus, the Disclosure Package and the Preliminary Offering Circular relating to the Group's indebtedness as at March 31, 2024 are complete, true and accurate in all material respects and all material developments as of such date in relation to the Company's indebtedness have been disclosed;
  - (iii) the statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Group's working capital are complete, true and accurate in all material respects;
  - (iv) the statements relating to the Group's liquidity and capital resources contained in each of the statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate in all material respects;
  - (v) the interests of the Directors and substantial shareholders (as such term as defined in the Listing Rules and the SFO) in the share capital of the Company and in contracts with the Company and other members of the Group are fully and accurately disclosed in all material respects in each of the Hong Kong Prospectus and the Preliminary Offering Circular in accordance with applicable Laws and regulations;
  - (vi) the statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed "Risk Factors" and "Business" are complete, true and accurate in all material respects and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration; and
  - (vii) the reply to each question set out in the Verification Notes given by or on behalf of the Company or the Warrantors or the Directors was so given by a person having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading in any material respects.
- 1.7 Other than the Hong Kong Prospectus and the Preliminary Offering Circular, the Company (including, without limitation, its agents, advisers and representatives, other than the Sole Sponsor, the Underwriters and

the Capital Market Intermediaries (and their respective advisers) in their capacity as such) (A) has not, without the prior consent of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not, without the prior consent of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), prepare, make, use, authorize, approve or refer to any Supplemental Offering Material (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the U.S. Securities Act) prepared by or on behalf of the Company which in all such cases approved by the Company before issued, given or prepared in connection with the Global Offering, 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 (other than the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular or amendments or supplements thereto), including, without limitation, any Investor Presentation Materials that constitute such written communication and in all such cases approved by the Company before issued, given or prepared in connection with the Global Offering).

- 1.8 The Hong Kong Public Offer Documents contain or include (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, the CSRC Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the Stock Exchange and (B) all such 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 business, activities, assets and liabilities, financial position, profits and losses, general affairs, prospects, shareholders’ equity, results of operations, management and operations of the Group and the rights attaching to the Shares.
- 1.9 All information disclosed or made available (or which ought reasonably to have been disclosed or made available, including, without limitation, as necessary or relevant to the performance by the Sole Sponsor of its obligations as sponsor under the Listing Rules and the applicable Laws and for the discharge by the Sole Overall Coordinator and the Capital Market Intermediaries of their respective obligations as an overall coordinator and/or a capital market intermediary under the Code of Conduct and the Listing Rules), including translation, from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents to the Stock Exchange, the SFC, the CSRC, any applicable Authority, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the U.S. Legal Advisers, the Canada Legal Advisers, the Australia Legal Advisers, the England and Wales Legal Advisers, the U.S. Tariff Legal Adviser, the Industry Consultant, the PRC Legal Adviser, the Transfer Pricing Consultant, the ESG Consultant and the legal and other professional advisers for the Company or the Sole Sponsor or the Sole Overall Coordinator or the Underwriters or the Capital Market Intermediaries, for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including, without limitation, for the purposes of replying to queries raised by the Stock Exchange, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in full and in good faith and, except as subsequently disclosed in each of the Hong Kong Prospectus, the PHIP, the Disclosure Package, the Preliminary Offering Circular, the Final Offering Circular or otherwise notified to the Stock Exchange, the SFC and/or any applicable Authority, as applicable, was and remains complete, true and accurate in all material respects and not misleading in any material respects, and there is no other information which has not been provided the result of which would make the information so received misleading in any material respect.
- 1.10 The statements relating to the total amount of fees paid or payable to the Sole Sponsor, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate and not misleading.
- 1.11 All public notices and announcements used in connection with the Global Offering (including but not limited to the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of



the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents to the Stock Exchange, the SFC, the CSRC and/or any other applicable Authority have complied or will comply with all applicable Laws in all material respects.

- 1.12 No material information was withheld by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents from the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the U.S. Legal Advisers, the Canada Legal Advisers, the Australia Legal Advisers, the England and Wales Legal Advisers, the U.S. Tariff Legal Adviser, the Industry Consultant, the PRC Legal Adviser, the Transfer Pricing Consultant, the ESG Consultant and the legal and other experts and professional advisers for the Company or the Sole Sponsor or the Underwriters involved in the Global Offering and/or the listing of the Shares on the Stock Exchange for the purposes of their preparation of their reports, opinions, letters, confirmations and/or certificates (whether or not contained in each of the Hong Kong Prospectus and/or the Preliminary Offering Circular) and/or due diligence review on the Group in connection with the Global Offering and/or the listing of the Shares on the Stock Exchange; and all information given by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the U.S. Legal Advisers, the Canada Legal Advisers, the Australia Legal Advisers, the England and Wales Legal Advisers, the U.S. Tariff Legal Adviser, the Industry Consultant, the PRC Legal Adviser, the Transfer Pricing Consultant, the ESG Consultant and the legal and other experts and professional advisers for the Company or the Sole Sponsor or the Underwriters involved in the Global Offering and/or the listing of the Shares on the Stock Exchange was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading in any material aspect.
- 1.13 All statistical or market-related data derived from the members of the Group and operational and financial data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular derived from the accounting and records of the Group are derived and correctly extracted from the records of the Group subject to or using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading in any material aspect; all statistical or market-related data included each of the Hong Kong Prospectus and the Preliminary Offering Circular derived from sources other than the Group are derived and correctly extracted from sources which the Directors have a reasonable basis for believing that the information based thereon or derived therefrom is reliable and accurate in all material aspects and present fairly such sources, and the Company or members of the Group has obtained the written consent to the use of such data from such sources to the extent required.
- 1.14 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company and the Sole Sponsor, and such authority and confirmations remain in full force and effect.

## **2. THE COMPANY AND THE GROUP**

- 2.1 The Company has the authorized and issued capital as set forth under the captions “History and Corporate Structure” and “Share Capital” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorized, registered and validly issued, (B) are fully paid and nonassessable, (C) were not issued in violation of any pre-emptive or similar rights, (D) conform to the description thereof contained in each of each of the Hong Kong Prospectus and the Preliminary Offering Circular, (E) have been issued in compliance with all applicable Laws and (F) are owned by existing Shareholders identified and in amounts specified, (G) are not subject to any adverse claim or Encumbrances; no holder of outstanding shares of the Company is and, at each of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date and at any time these Warranties are repeated, will be entitled to any pre-emptive or other similar rights to acquire the Offer Shares or any other securities of the Company; and, other than those granted under the Share Incentive Schemes,

there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement or the International Placing Agreement.

- 2.2 The Company has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the Cayman Islands, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Placing Agreement and the Operative Agreements, to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company and each of the members of the Group (where applicable) comply with the requirements of the Laws of the Cayman Islands and are in full force and effect; 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 the Cayman Islands and Hong Kong (including, without limitation, the Listing Rules).
- 2.3 The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).
- 2.4 (A) The Company has no subsidiaries other than those as set forth in the section headed “History and Corporate Structure” and Appendices IA and IB to the Hong Kong Prospectus and the Preliminary Offering Circular; (B) the Company owns such amount of issued or registered share capital or other equity interests of or in each of the other members of the Group as purported in the Hong Kong Prospectus and the Preliminary Offering Circular; (C) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, other than the share capital or other equity interests of or in the other members of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; all of the issued shares of each of the members of the Group (that is a non-PRC person) have been duly authorized and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance or adverse claims; (D) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the registered capital (in the form of shares or otherwise) of each of the members of the Group that is a PRC person has been duly and validly established, all of such registered capital has been validly issued and paid up in accordance with its constitutive documents 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 and payable as at the date of this Agreement and each time these Warranties are repeated; all of such registered capital has been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance or adverse claims; and (E) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding.
- 2.5 Each member of the Group has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing under the Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the constituent or constitutive documents of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization in all material respects, and are in full force and effect.

Each of the members of the Group that is a PRC person has made its annual report filings on the National Enterprise Credit Information Publicity System of the State Administration for Market Regulation of the PRC or its local branch and made such annual filings publicly available, without being found to have any deficiency or to be in default under applicable PRC Laws and has timely received all requisite certifications from each applicable PRC Authority, except where the failure to have such certifications would not result in a Material Adverse Change.

- 2.6 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group, take as a whole, which is not directly or indirectly related to the business of such member of the Group or the business of the Group as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 2.7 The Directors and senior management of the Group collectively have the experience, qualifications, competence and integrity to manage the Group's business and comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the Hong Kong Codes on Takeovers, Mergers and Share Buy-Backs (the "**Takeovers Code**") and other applicable Laws, 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 an issuer listed on the Main Board of the Stock Exchange under the Listing Rules and other legal or regulatory requirements relevant to their roles.
- 2.8 Other than the Share Incentive Schemes, the Company has not introduced, nor does it intend to introduce, any share incentive scheme, share option scheme or profit sharing or other such incentive scheme which grants, or is otherwise connected to, interests in the securities of the Company or any Group Company, for any of its Directors, employees or suppliers and/or other persons.

### 3. **OFFER SHARES**

- 3.1 The identity of the ultimate beneficial owner of the Shares prior to the issuance of the Offer Shares to be offered by the Company for subscription and sale under the Global Offering is accurately disclosed in each of the Hong Kong Prospectus and Preliminary Offering Circular.
- 3.2 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Placing Agreement, as applicable, will be duly and validly issued and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims; the Offer Shares, when issued and delivered against payment therefor as provided in this Agreement or the International Placing Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of Hong Kong, China, the Cayman Islands and the United States or the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is 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; all Offer Shares will rank *pari passu* in all respects with the other Shares in issue; the Shareholders at the time of transfer of such Offer Shares will not be entitled to, or will have duly and irrevocably waived, any pre-emptive or any other rights to acquire those Offer Shares; the purchasers of the Offer Shares will be entitled to participate in all distributions which may be declared, paid or made on or in respect of the Offer Shares at any time on or after the date of the Hong Kong Prospectus.
- 3.3 As of the Listing Date, the Company will have the authorized or issued share capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital", and, assuming the full exercise of the Over-Allotment Option, as of the relevant settlement date for the Option Shares, the Company will have the authorized or issued capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular; the certificates for the Offer Shares, when the Global Offering becomes unconditional, will be in due and proper form such as to be legal and valid under the Laws of the Cayman Islands.

3.4 Other than the restrictions contained in this Agreement, the International Placing Agreement, the Stock Borrowing Agreement, the Cornerstone Investment Agreements, the Securities and Futures Ordinance, the Listing Rules, the Takeovers Code and other applicable Laws, there are no restrictions on the subsequent transfers of the Offer Shares subscribed for or purchased under the Global Offering.

3.5 All necessary authorizations have been obtained from all holders of existing issued shares in the Company to enable the Offer Shares to be issued to the applicants under the Global Offering in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

3.6 None of the Company, its affiliates and any person acting on their respective 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, the International Placing Agreement and the Cornerstone Investment Agreements).

#### **4. THIS AGREEMENT AND OPERATIVE AGREEMENTS**

4.1 Each of this Agreement, the International Placing Agreement and the Operative Agreements has been or will be, prior to the Price Determination Date, duly authorized, executed and delivered by the Company and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

4.2 The statements set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, "Structure and Conditions of the Global Offering" and "Underwriting", insofar as they purport to describe the provisions of this Agreement and the Global Offering, are complete, true and accurate in all material respects and not misleading.

4.3 The execution and delivery of this Agreement, the International Placing Agreement and the Operative Agreements, 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, 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 member of the Group is a party, by which the Company or any member of the Group is bound or to which any of the property or assets of the Company or any member of the Group is subject, (B) violate any provision of the Articles of Association or other constituent documents or the business licenses of the Company or any member of the Group, (C) violate any applicable Law or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any member of the Group.

#### **5. CORNERSTONE PLACING**

5.1 Each of the Cornerstone Investors is (A) an independent third party of the Company; (B) not a core connected person of the Company; and (C) not an existing shareholder of the Company immediately prior to the completion of the Cornerstone Placing.

5.2 To the best knowledge and belief of the Warrantors after due and careful enquiry, the source of funding for each of the Cornerstone Investors' subscription in respect of the Cornerstone Placing was from its own internal resources or the funds under its management as asset manager.

5.3 The Cornerstone Placing was not directly or indirectly financed by the Company, the Directors, chief executive officer, substantial shareholders, existing Shareholders of the Company or any other member of the Group or their respective close associates.

5.4 Each of the Cornerstone Investors was/is not accustomed to take any instructions from the Company, the Directors, chief executive officer, substantial shareholders, existing Shareholders of the Company or any other member of the Group or their respective close associates in relation to the acquisition, disposal, voting or other disposition of the subscription of the Offer Shares registered in its name or otherwise held by it under the Cornerstone Placing.

5.5 Save for the Cornerstone Investment Agreements, there are no side arrangements or agreements between the Company and the Cornerstone Investors, nor any benefit, direct or indirect, conferred on the Cornerstone Investors by virtue of or in relation to the Cornerstone Placing, other than a guaranteed allocation of the relevant Offer Shares at the final Offer Price, following the principles as set out in Chapter 4.15 of the Guide for New Listing Applicants.

**6. NO CONFLICT, COMPLIANCE AND APPROVALS**

6.1 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group is in breach or violation of or in default under (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) (A) its constituent or constitutive documents, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets, which could individually or in aggregate, result in a Material Adverse Change.

6.2 The execution and delivery of each of this Agreement, the International Placing Agreement and the Operative Agreements, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a material breach or violation of, or constitute a default under (or constitute any event 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 material breach or violation of, constitute a material 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 on any property or assets of any member of the Group pursuant to (A) the constituent or constitutive documents of any member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or any of its properties or assets, in each case, except where a breach, violation or default would not result in a Material Adverse Change.

6.3 Approval in principle has been obtained from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange.

6.4 All Approvals and Filings (including, without limitation, any Approvals and Filings required for the purpose of the Spin-off) under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or Lessor or the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Global Offering, the issuance and sale of the Offer Shares or the performance by the Company or the Controlling Shareholders of their respective obligations hereunder or the consummation of the transactions contemplated by each of this Agreement, the International Placing Agreement and the Operative Agreements have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

6.5 (A) No person has the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or shares of any other capital stock of the Company, (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other shares of the Company and (C) other than the Sole Sponsor and the Capital Market Intermediaries, no person has the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares, (D) no person has the right, contractual or otherwise, to cause the Company to include any Shares or any other securities of the Company in the Global Offering.

6.6 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Company and the other members of the Group (i) have conducted and are conducting their respective

businesses and operations in compliance with all Laws applicable thereto in all material respects, including but not limited to, all Laws of Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales in relation to the business of the Group (including, without limitation, those disclosed in the section headed “Business” of the Hong Kong Prospectus and the Preliminary Offering Circular) and (ii) have obtained or made and hold and are in compliance with 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 order to own, lease, license and use its properties and assets and conduct its businesses and operations in all material respects; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other unduly burdensome restrictions or conditions not described in the Hong Kong Prospectus and the Preliminary Offering Circular; (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group is in material violation of, or in default under, or has received notice of any material action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings; (D) no Authority, in its inspection, examination or audit of any Group Company has imposed material penalties on the Company or any member of the Group, and, with respect to any such inspection, examination or audit and to the extent applicable, all penalties have been paid; (E) to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of or in existing Approvals and Filings or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any Group Company or involve additional expenditure; and (F) to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no circumstances which will or may result in the Approvals and Filings which will be required in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada and England & Wales by the Group to carry on the businesses and/or activities contemplated (including those described in the sections headed “Business” and “Future Plans and Use of Proceeds” in each of the Hong Kong Prospectus and the Preliminary Offering Circular) not being granted.

- 6.7 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company and the other members of the Group possess, and are in all material respects in compliance with the terms of, all certificates, authorizations, licenses and permits (collectively, the “**Licenses**”) necessary to the conduct of the business now conducted or proposed to be conducted by the Company and the other members of the Group (including, without limitation, all such Licenses described in the section headed “Business – Licenses, Approvals and Permits” each of the Hong Kong Prospectus and the Preliminary Offering Circular). The Company has a dedicated team which monitors the compliance status of the Company’s operations with respect to the Licenses. The Company has established systems and procedures which are adequate and effective in ensuring that all Licenses required for the Company’s operations will be properly obtained prior to the commencement of the relevant business operations and all required Licenses required to be renewed will be timely renewed.
- 6.8 (A) The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” are complete, true and accurate in all material respects and not misleading; (B) to the best knowledge and belief of the Warrantors after due and careful enquiry, 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, have been obtained or made, or will be obtained or made with no foreseeable material difficulties or legal impediments, and to the best knowledge and belief of the Warrantors after due and careful enquiry, except as otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no event has occurred, and no circumstance exist, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (C) to the best knowledge and belief of the Warrantors after due and careful enquiry, the use and application of the proceeds from the Global Offering, as set forth in and contemplated in each of the Hong Kong Prospectus and the Preliminary Offering Circular, will not conflict with, or result in a material breach or violation of, or constitute a material default under (or constitute any event 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), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the constituent or constitutive documents of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets, in each case, save for any breach, default, violation and/or non-compliance which would not and are not likely to result in a Material Adverse Change.

- 6.9 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws in all material respects, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 6.10 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 6.11 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Company and the other members of the Group 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 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 member of the Group is a party by which the Company or any member of the Group 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 that are material to the Company and the members of the Group, taken as a whole, in each case, save for any breach, default, violation and/or contravention which would not and are not likely to result in a Material Adverse Change.

## 7. ACCOUNTS AND OTHER FINANCIAL INFORMATION

- 7.1 The Reporting Accountants, whose accountants' report on certain consolidated financial statements of the Company and Shenzhen EDA (as the case may be) is included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 7.2 (A) The audited consolidated financial statements (and the notes thereto) of the Company and Shenzhen EDA (as the case may be) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular (i) give a true and fair view of the consolidated financial position of the Company and the Subsidiaries and Shenzhen EDA and its subsidiaries (as the case may be) as at the dates indicated therein and the consolidated statements of profit or loss and other comprehensive income, consolidated statements of financial position, statements of financial position, consolidated statements of changes in equity and consolidated cash flow statements of the Company and the Subsidiaries and Shenzhen EDA and its subsidiaries (as the case may be) for the periods specified therein, and have been prepared in conformity with Hong Kong Financial Reporting Standards ("HKFRS") issued by the Hong Kong Institute of Certified Public Accountants and the accounting policies of the Company and Shenzhen EDA (as the case may be) which were applied on a consistent basis throughout the periods involved; and (ii) make depreciation of fixed assets at rates sufficient to spread the cost over their respective estimated useful lives to the Group; (B) except as disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the legal opinion prepared by the PRC Legal Adviser, the Group has adequate financial resources to settle all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute; (C) all financial information and summary and selected financial data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular are properly and accurately derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and Shenzhen EDA (as the case may be) included therein; (D) the pro forma 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 Prospectus and the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such pro forma net tangible assets (and other pro forma financial statements, information and data, if any) are reasonable, 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 other pro forma financial statements, information and data, if any); (E) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that are not included as required; (F) the Company and the Subsidiaries and Shenzhen EDA and its subsidiaries (as the case may be) do not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in all of the Hong Kong Prospectus and the Preliminary Offering Circular. The accounting policies and standards adopted for the purposes of preparing the consolidated financial statements and the Accountants' Report on the Company (on one hand) and Shenzhen EDA (on the other) are consistent and in conformity with each other.

- 7.3 The unaudited combined financial statements as of and for the three months ended March 31, 2024 (and the notes thereto) of the Company and any member of the Group (A) give a true and fair view of the financial position of the Company and members of the Group at the dates indicated and the statements of income, results, changes in equity and cash flows of the Company and members of the Group for the periods specified; (B) have been prepared in conformity with HKFRS applied on a consistent basis throughout the relevant periods; (C) present fairly in accordance with HKFRS the information required to be stated therein; (D) are accurate, make full provision for all bad and doubtful debts and make appropriate provision for all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof; (E) make adequate provision for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable Laws or policy to contribute; (F) make depreciation of fixed assets at rates sufficient to spread the cost over their respective estimated useful lives to the Group; and (G) show that the profits and losses referred to therein and the trend of profits thereby shown have not been affected by any unusual or extraordinary item or by any other matter which has rendered such profits or losses unusually high or low. The Group has adequate financial resources to settle all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable Laws or policy to contribute for the three months ended March 31, 2024.
- 7.4 (A) The prospective information included in the estimated capital expenditures and projected cash flows as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Financial Information – Capital Expenditures" (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, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents on the basis of facts known after due and careful inquiry and the assumptions stated in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company and the Warrantors believe are significant in estimating the capital expenditures of the Company in the period commencing from the date of this Agreement up until June 30, 2025 following the Global Offering and the projected cash flows of the Company for the next full financial year from the Hong Kong Prospectus Date, as applicable, and (ii) reflect, for each relevant period, a reasonable estimate by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable estimates by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents of the estimated capital expenditures of the Company for period commencing from the date of this Agreement up until June 30, 2025 following the Global Offering and of the projected cash flows of the Company for the next full financial year from the Hong Kong Prospectus Date.
- 7.5 The statements in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the dividend policies of the Group have been prepared after due and careful consideration, and represents



reasonable and fair expectations honestly held, by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, officers, employees, affiliates, advisers or agents and/or supervisors.

- 7.6 The operating data of the Company and the Subsidiaries (including Shenzhen EDA) contained in the Hong Kong Prospectus and the Preliminary Offering Circular as of the dates stated therein contain no material inaccuracies or discrepancies of any kind, and present fairly, give a true and fair view, of the operational position of the Company and the Subsidiaries as of the dates indicated, and were properly and accurately extracted from the underlying financial and operational records of the Company and the Subsidiaries.
- 7.7 The consolidated financial information of Shenzhen EDA and its subsidiaries as of December 31, 2021, and of the Company and the Subsidiaries as of December 31, 2021, 2022 and 2023 (“**Track Record Period**”), and other accounting records of the Company and the Subsidiaries (including Shenzhen EDA) in each of the Hong Kong Prospectus and the Preliminary Offering Circular (A) have been properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and HKFRS, all the transactions entered into by the Company or any of the Subsidiaries (including Shenzhen EDA) or to which the Company or any of the Subsidiaries (including Shenzhen EDA) was a party during the period involved, (B) contain no material inaccuracies or discrepancies of any kind, and (C) give a true and fair view of the consolidated financial position of Shenzhen EDA and its subsidiaries as of December 31, 2021, and of the Company and the Subsidiaries as of December 31, 2021, 2022 and 2023 and the consolidated results of operations of Shenzhen EDA and its subsidiaries for the year ended December 31, 2021, and of the Company and the Subsidiaries for the years ended December 31, 2021, 2022 and 2023.
- 7.8 The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information – Significant Accounting Policies and Critical Accounting Estimates and Judgments” are complete, true and accurate in all material respects and not misleading and fully describe (A) accounting policies which the Company and the Warrantors believe are the most material to the portrayal of the Group’s financial condition and results of operations (“**Critical Accounting Policies**”) and which require management’s most difficult, subjective or complex judgments, (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; the board of Directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such disclosure.
- 7.9 The Hong Kong Prospectus and the Preliminary Offering Circular accurately, fairly and fully describes (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company, the Directors believe would affect liquidity of any member of the Group and could be expected to occur, and (B) all off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent, that are likely to have an effect on the liquidity of the Group considered as one enterprise, or the availability thereof or the requirements of the Group for capital resources; no member of the Group has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would, or could be expected to, have an effect on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.
- 7.10 The memorandum on the forecast of consolidated profit of the Company and the Subsidiaries (as set out in the memorandum of the board of Directors on profit forecast for the year ending December 31, 2024 and working capital forecast for the period from March 1, 2024 to June 30, 2025), which has been approved by the Directors and reviewed by the Reporting Accountants, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects, and not misleading, (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reverses in accordance with the Company’s accounting policies at the time envisaged by such memorandum will be received; and (C) there are no other facts or assumptions which in any case ought to have been taken into account which have not been taken into

account in the preparation of such memorandum, (D) the consolidated profit forecast of the Company and the Subsidiaries for the year ending December 31, 2024 has been prepared on the bases stated in such memorandum and in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus and the Preliminary Offering Circular consistently applied, and prepared on the basis of the assumptions stated in such memorandum, all of which are considered by the Directors to be fair and reasonable.

- 7.11 The memorandum on the cash flow and working capital projections of the Company and the Subsidiaries (as set out in the memorandum of the board of directors on profit forecast for the year ending December 31, 2024 and working capital forecast for the period from March 1, 2024 to June 30, 2025), which has been approved by the Directors and reviewed by the Reporting Accountants, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other 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, (D) the consolidated cash flow and working capital forecast of the Company and the Subsidiaries for the period from March 1, 2024 to June 30, 2025 has been prepared on the bases stated in such memorandum and in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus and the Preliminary Offering Circular consistently applied, and prepared on the basis of the assumptions stated in such memorandum, all of which are considered by the Directors to be fair and reasonable.
- 7.12 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Sole Sponsor or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the pro forma net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or their review of the Company's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 7.13 The profits of the Group for the Track Record Period have not resulted from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits for all or any of such periods abnormally high or low, and no such matter or item is to the knowledge of the Directors likely to occur after the date hereof and at any time up to the Listing Date.
- 7.14 The Group has no present intention to discontinue or write down investments in any other businesses, nor is any such write down, in the reasonable opinion of the Directors, required.
- 7.15 All transactions or arrangements (including any inter-company transfer pricing) made by and between each member of the Group have been made on arm's length terms and the processes by which prices and terms have been arrived at have, in each case, been fully documented and supported by contemporaneous documentation substantiating the transfer pricing practices and methodology; (B) no notice, enquiry or adjustment has been made by any Authority in connection with such arrangements and transactions (including any inter-company transfer pricing); (C) the Company and each of the Subsidiaries are in compliance with all applicable transfer pricing Laws and guidance including, without limitation, the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administration 2022; (D) no transaction or arrangement involving the Company or any Subsidiary have taken place, or are in existence, which are not at arm's length

such that any provision relating to incorrect transfer pricing might be invoked by any Authority or otherwise could be subject to any dispute with any Authority.

## **8. INDEBTEDNESS AND MATERIAL OBLIGATIONS**

8.1 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has any 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, and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities, (B) no outstanding borrowings or indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment 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 fulfilment 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 such member of the Group, (C) no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge and belief of the Warrantors after due and careful enquiry, 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 any member of the Group or under any guarantee of any liability of any member of the Group by reason of default of such member of Group or any other person or under any guarantee given by any member of the Group and (E) there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group.

8.2 To the best knowledge and belief of the Warrantors after due and careful enquiry, (A) the amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its constituent or constitutive documents or in any debenture or other deed or document binding upon it; (B) no member of the Group 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; (C) with respect to each of the borrowing facilities of any member of the Group, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the other members of the Group from or by any Authority in consequence of which the Company or the relevant member of the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

## **9. SUBSEQUENT EVENTS**

9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement (other than in the ordinary course of business), that would constitute a Material Adverse Change, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that would constitute a Material Adverse Change, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group taken as a whole, or (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, (G) had any lapse of any Intellectual Property (as defined below) or (H) 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 (G) above.

9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any

Authority, (B) each Group Company has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (C) each Group Company has continued to pay its creditors in the ordinary course of business and no trade discounts or other special terms (not being in the ordinary course of business, and accordingly excluding other seasonal or campaigns and initiatives) have been incorporated into any contract entered into by the Group, (D) no member of the Group has acquired, sold, transferred or otherwise disposed of any assets of whatsoever nature, (E) no member of the Group has 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, (F) each Group Company has carried 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 and has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature and (G) no members of the Group has encountered any failures by its customers to settle amounts owed and due to it on a timely basis in any respect and there has not been any Material Adverse Change in or any development involving a prospective change the relations of the business of each of the members of the Group with its customers and suppliers.

9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change in the general affairs, management, operations, financial condition, results of operations or prospects of the said business or the earnings, business, operations, general affairs or net asset value of the said business or of the Group as compared with the position or prospects disclosed by the audited consolidated net assets of the Group, (B) any transaction of any member of the Group that could constitute a Material Adverse Change, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group that could constitute a Material Adverse Change, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group, (F) any change in the customer relations or supplier relations of any Group Company that could constitute a Material Adverse Change, (G) any material change in short-term or long-term debts and no Group Company has taken on or become subject to any material contingent liability, (H) 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 Group and tax liens with respect to Taxation not yet due and statutory rights of customers in inventory and other assets, (I) any lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any Group Company (J) the making of any loan, advance, indemnity or guarantee by any Group Company to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business, (K) any repayment of loan capital by any member of the Group in whole or in part except such repayment was made pursuant to a prior contractual obligation or (L) the entering of any agreement to do any of the foregoing. There is no development or prospective development on any applicable Laws in any relevant jurisdiction which may have an actual or possible Material Adverse Change on any member of the Group.

9.4 (A) There has been no change in the share capital of the Group and no material change to the total current assets or total current liabilities of the Group as of the date of this Agreement and each time these Warranties are repeated, in each case as compared to the amounts shown in the latest audited consolidated statements of financial position of the Group as of December 31, 2023, and (B) there has been no other material decreases in revenues or gross profit or operating profit or net profit of the Group during the period from December 31, 2023 to the date of this Agreement and each time these Warranties are repeated.

## 10. ASSETS

10.1 Save as disclosed in the legal opinion prepared by the PRC Legal Adviser, the Company and the other members of the Group has, and will, upon Listing, have valid, good and marketable title and valid granted long term land use rights and building ownership rights to all real properties and buildings that it purports to own (if any) and valid and good title to all personal properties, assets and revenue generating assets that it purports to own, in each case free and clear of all Encumbrances (other than in the case of EDA AU, which

granted a security interest in favour of Rentcorp Hyundai Forklifts Pty Ltd in respect of a motor vehicle), except such as would not, individually or in the aggregate, materially and adversely affect the value of such property or asset, or such as would not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or such as would not, individually or in the aggregate, result in a Material Adverse Change; each real property or building or personal property or asset, as applicable, held under lease by the Company or any of the other members of the Group is held by it under a lease and/or an agreement in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, except for those which would not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; 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 or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases or agreements; neither the Company nor any of the other members of the Group owns, operates, manages or has any other right or interest in any other real property or building or plant or machinery or personal property or asset, as applicable, of any kind that is material except as reflected in the audited consolidated financial statements of the Company and Shenzhen EDA included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular other than those properties and assets the absence of which would not, individual or in the aggregate, result in a Material Adverse Change. Except as disclosed in Appendix III to each of the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any of the other members of the Group owns, operates, manages, leases or has any other right or interest in any real property, land or building of any kind with carrying amount 15% or above of the consolidated total assets of the Group as set out in the consolidated balance sheet therein.

- 10.2 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Company and the other members of the Group own, or have obtained (or can obtain on reasonable terms) licences for, or other rights or to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of their respective businesses as currently conducted or as proposed to be conducted (collectively, the “**Intellectual Property**”), and all statements in relation to the Intellectual Property set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular are true and accurate in all material respects and not misleading in all respects; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement; (C) to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no third parties who have or will be able to establish rights to any Intellectual Property; (E) to the best knowledge and belief of the Warrantors after due and careful enquiry, there is no infringement by third parties of any Intellectual Property, pending or threatened action, suit, proceeding or claim by others challenging the Company’s rights in or to any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (F) to the best knowledge and belief of the Warrantors after due and careful enquiry, there is no pending or threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (G) to the best knowledge and belief of the Warrantors after due and careful enquiry, 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; and (H) to the best knowledge and belief of the Warrantors after due and careful enquiry, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property.

- 10.3 To the best knowledge and belief of the Warrantors after due and careful enquiry, no Group Company has received any notice or is otherwise aware of any unauthorized use by it of any confidential information of any third party.
- 10.4 To the best knowledge and belief of the Warrantors after due and careful enquiry, the operation of the website(s) operated by the Group does not infringe on the rights of any third party. In particular, the Company believes that the functional aspect of such website(s), and computer programmes in support, in so far as they are not already validly licensed from a third party, do not infringe on the right of any third party.
- 10.5 To the best knowledge and belief of the Warrantors after due and careful enquiry, the Group is either the lawful owner of all the information and content which is available through the website(s) operated by the Group or possesses a valid subsisting and defensible legal right or licence to use and make such information and content available through those website(s).
- 10.6 The Company has the right to use the pictures and logos appearing on the front page of and inside the Offering Documents and has not received, nor is it aware of, any complaint, demand or claim regarding the use of such pictures or logos, and the logos have been registered as a trademark in Hong Kong, China, the United States and the European Union.
- 10.7 To the best knowledge and belief of the Warrantors after due and careful enquiry, (A) all computer systems, communications systems, software and hardware which are currently owned, licensed or used, or proposed to be acquired, by the Company or any other member of Group (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, the respective businesses of the Company and the other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and the other members of the Group either legally and beneficially own or will own, or have obtained or will obtain licences for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any 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 the other members of the Group are maintained and operated by the Company and the other members of the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control or licensed right of the Company and the other members of the Group; (E) in the event that the persons providing maintenance or support services for the Company and the other members of the Group with respect to the Information Technology cease or are unable to do so, the Company and the other members of the Group have 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; and (F) there are no defects relating to the Information Technology, except, in the case of each sub-clause above, those that would not result in a Material Adverse Change.
- 10.8 To the best knowledge and belief of the Warrantors after due and careful enquiry, (A) the Company and the other members of the Group have complied in all material respects with all applicable data protection Laws; (B) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Authority alleging any material 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, where any such breach or non-compliance or prohibition would, or could reasonably be expected to, result in, individually or in aggregate, a Material Adverse Change; (C) neither the Company nor any other member of the Group has received any valid 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 and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data, where such claim or order would, or could reasonably be expected to, result in, individually or in aggregate, a Material Adverse Change; (D) no warrant has been issued authorizing the data protection Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there.

- 10.9 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and to the best knowledge and belief of the Warrantors after due and careful enquiry, (A) each of the Company and the members of the Group has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the “**Data Protection Laws**”); (B) neither the Company nor any other member of the Group is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC ; (C) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “CAC”), the CSRC, or any other relevant Authority; (D) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration 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; (E) neither the Company nor any other member of the Group 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 and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (G) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the violation or non-compliance of the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority, except, in the case of each sub-clause above, those that would not result in a Material Adverse Change.
- 10.10 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and to the best knowledge and belief of the Warrantors after due and careful enquiry, the Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, “**IT Systems**”) are adequate for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted. The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have

been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same, except those that would not result in a Material Adverse Change.

10.11 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in respect of the property interests leased or occupied by the Group described in each of the Hong Kong Prospectus and the Preliminary Offering Circular (the “**Leased Properties**”), save as disclosed in the legal opinion prepared by the PRC Legal Adviser:

- (i) all the rent and other payments payable by the Group have been paid up-to-date, and the user of the Leased Properties by the Group is in accordance with that provided for in the relevant lease agreement/lease, all applicable Laws affecting or appertaining to the use, occupation or enjoyment of the Leased Properties and the terms of each of the lease agreements/lease have been duly complied with and none of the landlords for the leases is entitled to exercise any right of early termination due to default of the Group which has occurred and no notice of any alleged breach of any terms of any of the lease agreement/lease has been served on or received by the Group;
- (ii) all requisite consents necessary for the use of any property by the relevant Group Company as it is presently being used by such member have been duly obtained and are in full force and effect;
- (iii) all requisite licences, certificates and authorities necessary for the existing use of any property by the relevant Group Company have been duly obtained and are in full force and effect;
- (iv) there is no claim or dispute between the Group and its landlord in relation to the Leased Properties;
- (v) all options to renew/terminate early contained in the lease agreements are enforceable by the Group against the landlord; and
- (vi) none of the lease agreements shall be liable to be terminated as a result of the Spin-off, the listing of the Shares on the Stock Exchange and any corporate reorganization (including but not limited to the Shareholding Changes), and the terms covenants and conditions contained in the lease agreements shall be duly performed and observed;

except, in the case of each sub-clause above, would not result in a Material Adverse Change.

10.12 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in respect of the rights and interests in property and other assets (including but not limited to Leased Properties, land, buildings, machinery and equipment) owned by the Group, save as disclosed in the legal opinion prepared by the PRC Legal Adviser:

- (i) the right to use or possess the land and buildings as described in the Hong Kong Prospectus by the relevant Group Company is not subject to any unusual or onerous terms or conditions;
- (ii) each Group Company has good, legal and marketable title to all stock used in its business, which is (A) capable of being sold by it in the normal and ordinary course of business in accordance with its current price list, without rebate or allowance to a purchaser, and (B) free from any Encumbrances;
- (iii) the assets included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or, as the case may be, acquired since December 31, 2023 and all assets used or owned by or in the possession of each Group Company:
  - (a) are legally and beneficially owned by that Group Company free from any Encumbrance, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale;
  - (b) are in the possession or under the control of that Group Company;
  - (c) where purchased on terms that title to such asset or property does not pass until full payment has been made, have been paid for in full by that Group Company;



- (d) are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and
- (e) comprise all the assets, properties and rights which that Group Company owns or which it uses or requires for the purpose of carrying on its business;

except, in the case of each sub-clause above, those that would not result in a Material Adverse Change.

- 10.13 Each Group Company has done all actions (whether by way of giving notice, registration, filing or otherwise) required or permitted to be done by it for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- 10.14 The statements contained in the section headed “Business – Properties” in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading in any material respect.
- 10.15 The plant, machinery, vehicles and other equipment used in connection with the business of the Group are subject to normal wear and tear in a good and safe state of repair and satisfactory working order and have been properly serviced and maintained.
- 10.16 There are no outstanding or pending actions, disputes, notices, liabilities, suits, claims, investigations, judgment, awards, proceedings, demands or complaints of any nature that would constitute a Material Adverse Change.
- 10.17 To the best knowledge and belief of the Warrantors after due and careful enquiry, there are no outstanding or pending actions, disputes, notices, liabilities, suits, claims, investigations, judgment, awards, proceedings, demands or complaints of any nature which adversely affect or are likely to adversely affect the use of any property, assets or undertakings of any Group Company for the purposes for which it is now used by any Group Company.

## 11. **CONTRACTS, AGREEMENTS, ARRANGEMENTS AND COMMITMENTS INVOLVING THE GROUP**

- 11.1 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in respect of each of the currently effective contracts, agreements, arrangements or commitments to which the Company or any member of the Group is party to, or involving the Company or any member of the Group, which is (A) material to the condition, financial, operational or otherwise, or the results of operations, properties, earnings, business, prospects, general affairs, management, financial position or shareholders’ equity of the Group; or (B) required to be disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular under the rules and regulations of the Stock Exchange or any other applicable Laws:
  - (i) it is truly and accurately described in all material respects in each of the Hong Kong Prospectus and the Preliminary Offering Circular;
  - (ii) it has been duly authorized, executed and delivered by the Company or the relevant member of the Group, as the case may be;
  - (iii) it constitutes a valid and legally binding obligation of the Company or the relevant member of the Group, as the case may be, in each case, enforceable in accordance with its terms, subject to limitations under applicable Laws of bankruptcy or insolvency and other similar Laws relating to or affecting creditors’ rights and to general principles of equity;
  - (iv) the Company or the relevant member of the Group, as applicable, has performed all the obligations required to be performed by it and is entitled to all benefits thereunder; and
  - (v) neither any member of the Group nor any other parties thereto is in material breach thereof, and no event has occurred which with notice or lapse of time would constitute a material breach or default by the relevant member of the Group or by any such other party, or permit termination, modification or acceleration thereunder.

- 11.2 There are no transactions, agreements or documents of any kind (whether legally binding or not) since December 31, 2023 and up to the date of this Agreement which will or could result in a Material Adverse Change.
- 11.3 No Group Company has entered into a letter of intent, memorandum of understanding, definitive agreement or any similar agreements with respect to a merger or consolidation of acquisition or disposition of assets, business units or businesses.
- 11.4 All the contracts and all leases, tenancies, licenses, concessions and agreements of whatsoever nature to which any Group Company is a party and are material to the condition, financial, operational or otherwise, or the results of operations, properties, earnings, business, prospects, general affairs, management, financial position or shareholders' equity of the Group have been complied with by the relevant Group Company thereto and, to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no grounds for rescission, avoidance or repudiation of any of such contracts or such leases, tenancies, licenses, concessions or agreements and no choice of termination or non-renewal or an intention to terminate or not to renew such contracts or such leases, tenancies, licenses, concessions or agreements has been received in respect of any thereof, nor has such termination or non-renewal been threatened, except those that would not result in a Material Adverse Change.
12. **EMPLOYMENT AND LABOR**
- 12.1 Save as disclosed in the legal opinion prepared by the PRC Legal Adviser, no member of the Group is in material default or non-compliance, or has any other material outstanding 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 its present or past employees or to any other person, which could individually or in the aggregate, have a material adverse effect on the Group's business, financial condition and results of operations. No member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws. Where there are such outstanding payment obligations or unsatisfied liabilities, the Group has sufficient funds to satisfy the same.
- 12.2 To the best knowledge and belief of the Warrantors after due and careful enquiry, (A) there is (i) no material dispute with the Directors and the senior management of the Group and no strike, labor dispute, slowdown or stoppage or other material conflict with the employees of any member of the Group pending or threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees or any member of the Group, and (iii) to the best knowledge and belief of the Warrantors after due and careful enquiry, there is no material existing imminent or threatened labor disturbance by the employees of any of the principal suppliers, contractors or customers of any member of the Group, (B) there have been and are no material violations of any labor and employment Laws of Hong Kong or China or the United States or Australia or Canada or England & Wales by any member of the Group or by any of the principal suppliers or contractors of any member of the Group, and (C) save as disclosed in the legal opinion prepared by the PRC Legal Adviser, there is no material default or non-compliance by the Company or any member of the Group with respect to their obligation to provide and pay housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person as required under the applicable Laws, which could individually or in aggregate, constitute a Material Adverse Change.
- 12.3 No directors, supervisors or senior management or key employees of any Group Company have given or been given notice terminating their contracts of employment.
- 12.4 There are no proposals to terminate the employment or consultancy of any directors, supervisors, senior management, key employees or key consultants of any Group Company or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit).
- 12.5 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no Group Company has outstanding any material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, employees or consultants by it.

- 12.6 Except for those which would not, individually or in aggregate, result in a Material Adverse Change, no liability has been incurred by any Group Company for:
- (i) breach of any contract of service, contract for services or consultancy agreement;
  - (ii) redundancy payments;
  - (iii) compensation for wrongful, constructive, unreasonable or unfair dismissal;
  - (iv) failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant; or
  - (v) the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any Group Company.

13. **COMPLIANCE WITH BUSINESS AND OPERATIONS-RELATED LAWS**

Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company and the other members of the Group and their respective assets and operations in all material respects are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in all material respects in compliance with all Approvals and Filings required under, any and all applicable Business and Operations-Related Laws (as defined below) in all material respects; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, the Business and Operations-Related Laws; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the best knowledge and belief of the Warrantors after due and careful enquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Business and Operations-Related Laws in all material respects or any actual or alleged non-compliance or issues. As used herein, “**Business and Operations-Related Laws**” means Laws relating all Laws applicable to the Group’s business and operations (including as described in the Offering Documents) in Hong Kong, China, the United States, Australia, Canada, England & Wales or elsewhere.

14. **COMPLIANCE WITH ENVIRONMENTAL LAWS**

- 14.1 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the statements contained in each of the Hong Kong Prospectus and Preliminary Offering Circular relating to the Group’s environmental, social, governance and climate-related (“**ESG**”) issues, risks, opportunities, policies, measures and performance (including, without limitation, the emissions, energy consumption and residue data during the Track Record Period) are complete, true and accurate in all material respects, and (B) the Group’s ESG performance targets contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry having sought advice where appropriate.
- 14.2 Except otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below) , except to the extent that failure to so comply with Environmental Laws or to so obtain, make or hold or comply with such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change; to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws, except those that would not, individually or in aggregate, result in a Material Adverse Change; no member of the Group is the subject of any investigation, or has received any

notice or claim, or is a party to or affected by any pending or after due and careful inquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or, to the best knowledge and belief of the Warrantors after due and careful enquiry, threatened release or clean-up at any location of any Hazardous Materials (as defined below), except those that would not, individually or in aggregate, result in a Material Adverse Change; to the best knowledge and belief of the Warrantors after due and careful enquiry, no member of the Group owns or operates any real property contaminated with any substance subject to any Environmental Laws, or is liable for any off-site disposal or contamination pursuant to any Environmental Laws. As used herein, “**Environmental Laws**” means Laws applicable to the Group’s business and operations relating to environmental impact assessment approval, environmental acceptance check, health, safety, the environment (including, without limitation, the protection, clean up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or, to the best knowledge and belief of the Warrantors after due and careful enquiry, threatened release of Hazardous Materials, and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

## 15. **INSURANCE**

- 15.1 To the best knowledge and belief of the Warrantors after due and careful enquiry, the Company and each of the other members of the Group maintain adequate insurance covering their respective businesses, operations, properties, assets and personnel with insurers of recognized financial responsibility; such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses and to insure against losses that may be incurred by the Group in the event of a force majeure event affecting the Group; all such insurance is fully in force on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement; the Company and the other members of the Group are in compliance with the terms of all such insurance and there are no material claims by the Company or any of the other members of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of the other members of the Group has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires or that the insurance will be void; and neither the Company nor any of the other members of the Group has been refused any insurance coverage sought or applied for.
- 15.2 All premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of the said policies have been fully observed and performed.
- 15.3 None of the insurance policies in respect of the assets of each Group Company is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of the normal rate.

## 16. **INTERNAL CONTROLS**

- 16.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in compliance with HKFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management’s general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable details, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with HKFRS, and (F) the Directors are able to make a proper assessment of the financial position and prospects of the Company and the other members of the Group, and such internal accounting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting controls are monitored by the responsible persons; the Group’s current management information and accounting control

system has been in operation for at least six months during which neither the Company nor any of the other members of the Group has experienced any material difficulties with regard to clauses (A) through (F) above; after due and careful inquiry there are no material weaknesses in the Company's internal controls over financial reporting and no changes in the Company's internal controls over financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal controls over financial reporting. No material information was withheld from the Internal Control Consultant for the purposes of their review of the Group's financial reporting procedures.

- 16.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) all material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's board of Directors and management by others within those entities, and (B) the Company and its board of Directors and management comply in a timely manner with the requirements of the Listing Rules, the Takeovers Code, the Securities and Futures Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons. As used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Law.
- 16.3 Each of the Company and the other members of the Group has established and maintains and evaluates a system of compliance internal controls sufficient to provide reasonable assurance that (A) the Company and the other members of the Group is in compliance with all applicable Laws related to Company's operations in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales and elsewhere and (B) the Company and the other members of the Group comply with all applicable Laws (including, without limitation, Business and Operations-Related Laws (as defined above)).
- 16.4 The statutory books, books of account and other records of whatsoever kind of the Company and each member of the Group are in its proper possession, up-to-date and contain complete and accurate records as required by all applicable Laws in such books and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by all applicable Laws to be delivered or made Authority in any jurisdiction have been duly made or delivered.

Any issues or deficiencies identified and as disclosed in any internal control report(s) prepared by the Internal Control Consultant have been rectified or improved according to the recommendations set out in such internal control reports 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, other members of the Group, the Directors with all applicable Laws, and no such issues or deficiencies 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.

## 17. **COMPLIANCE WITH BRIBERY, MONEY LAUNDERING AND SANCTIONS LAWS**

- 17.1 None of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, and to the best knowledge and belief of the Warrantors after due and careful enquiry, affiliates, advisers or agents is aware of or has, directly or indirectly, (A) made, offered, promised or authorized any contribution, payment, gift of funds or property, or anything of value to any public officials (as defined below), in any jurisdiction in which the Company or any member of the Group conducts business or any other jurisdiction, whether either the payment or the purpose of such contribution,

payment, gift or thing of value was, is or would be prohibited under any applicable Law of any jurisdiction in which the Company or any member of the Group conducts business or any other jurisdiction, or (B) made or will make or taken or will take any action in furtherance of an offer, payment, promise to pay, or an authorization or approval of any unlawful payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any public officials (as defined below) or government official (including any officer or employee of a government or 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) in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales or any other jurisdiction, or (C) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1988, as amended, or any applicable law or regulations 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, as amended, the relevant provisions of the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), as amended, or any other applicable anti-bribery or anti-corruption Laws, or (D) made, offered, promised or authorized any bribe, rebate, payoff, influence payment, kickback or other corrupt or unlawful payment in any jurisdiction in which the Company or any member of the Group conducts business or any other jurisdiction, and without prejudice to the foregoing, none of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any of the abovementioned or applicable anti-corruption or anti-bribery Laws; and the Company and members of the Group have instituted and maintain policies and procedures designed to ensure continued compliance therewith, or (E) is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier, or the respective directors, officers, agents, employees or affiliates, advisers or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (i) for the purpose of inducing the Company or the other members of the Group to procure or increase the procurement of the products or services provided by the supplier, or (ii) prohibited under any applicable Law of Hong Kong, the PRC, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales or any other jurisdiction; and each of the Company and the other members of the Group maintains and has implemented adequate internal controls and procedures to monitor and supervise the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value.

As used herein, “**public official**” includes any official, agent, officer, employee or representative of, or any person acting in an official capacity on behalf of, any of the following parties: a national, supranational, regional or local Authority, an agency, department or instrumentality of a government, a judicial body, a public international organization, a political party, a body that exercises regulatory authority over any one of the Group, the Warrantors, the Sole Sponsor, Underwriters and Capital Market Intermediaries, or an entity or enterprise with any level of ownership or control by any one of the foregoing parties; and also includes any candidate for public office or for any political party position and any member of any royal or ruling family; the definition of “**public official**” further includes immediate family members and close associates of all parties mentioned above.

- 17.2 The business activities and operations of the Company, each member of the Group and the Warrantors are and have been conducted at all times in compliance with, in all material respects, applicable financial recordkeeping and reporting and other requirements of the money laundering Laws of all jurisdictions, including, without limitation, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of in any jurisdiction in which the Company or any member of the Group or the Warrantors conducts business or any other jurisdiction, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales and elsewhere (collectively, the “**Money Laundering Laws**”), and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors or officers, employees, affiliates, advisers or agents with

respect to the Money Laundering Laws is pending or, to the best knowledge and belief of the Warrantors after due and careful enquiry, threatened.

- 17.3 (A) None of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents, nor any person acting on behalf of any of them, is a Prohibited Person (as defined below); (B) there have been no transactions or connections between the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors or officers, employees, to the best knowledge and belief of the Warrantors after due and careful enquiry, affiliates, advisers or agents, on the one hand, and any Prohibited Person on the other hand; (C) there are no pending or, to the best knowledge and belief of the Warrantors after due and careful enquiry, threatened actions, suits, proceedings, investigations or inquiries by or before any Authority involving any member of the Group and/or any of their respective directors, supervisors, officers, employees, affiliates or advisers with respect to Sanctions Laws and Regulations (as defined below); (D) the Company will use, and the Warrantors will procure the Company to use, the proceeds from the Global Offering exclusively in the manner as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds”, and will not, directly or indirectly, use, lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing or facilitating any activities or business of or with any Prohibited Person, or in any other manner that will result in a violation (including, without limitation, by the Sole Sponsor or the Underwriters or the Capital Market Intermediaries) of any of the Sanctions Laws and Regulations; (E) none of the issue and sale of the Offer Shares, the execution, delivery and performance of each of this Agreement, the International Placing Agreement and the Operative Agreements, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by each of this Agreement, the International Placing Agreement and the Operative Agreements, to the Company will result in a violation (including, without limitation, by the Sole Sponsor, the Underwriters and the Capital Market Intermediaries) of any of the Sanctions Laws and Regulations; (F) neither the Company nor any member of the Group is a Sanctioned Target/Trader (as defined in Chapter 4.4 of the Guide for New Listing Applicants ) or has engaged in any Primary Sanctioned Activity and/or Secondary Sanctionable Activity (as defined in the same place), and, except as disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular, the Company is not aware of any sanctions risks that would undermine its ability to continue its operations.

As used herein, “**Prohibited Person**” means (a) a person, entity, or vessel who is a “designated national,” “specially designated national,” “specially designated terrorist,” “specially designated global terrorist,” “foreign terrorist organisation,” “specially designated narcotics trafficker,” or “blocked person,” within the definitions set forth in the Laws administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”) or who otherwise appears on the list of Specially Designated Nationals and Blocked Persons, Appendix A or any other similar list published by OFAC; (b) any Authority or national of, or person or entity located, organised or resident in any country against which the United States maintains economic sanctions or embargoes; (c) a person, entity or vessel owned or controlled by, or acting for or on behalf of anyone listed in subparagraphs (a) or (b) above; (d) a person, entity, or vessel on any other applicable export control, terrorism, money laundering or drug trafficking related list administered by the United Nations or any Authority either within or outside the U.S. as that list may be amended, adjusted or modified from time to time; or (e) any person, entity, or vessel that has engaged in conduct that would make it subject to or is otherwise the target of any Sanctions Laws and Regulations.

As used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions related to or administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (including, without limitation, the designation as a “specially designated national” or “blocked person” thereunder), the U.S. Department of State, or the U.S. Department of Commerce’s Bureau of Industry and Security; (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, the Comprehensive Iran Sanctions Accountability and Divestment Act of 2010, the National Defense Authorization Acts for Fiscal Years 2012 and 2013, the Iran Threat Reduction and Syria Human Rights Act of 2012, the Iranian Transactions and Sanctions Regulations, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V), all as amended, or any enabling legislation or

executive order relating thereto and (iii) any sanctions measures imposed by the United Nations Security Council, His Majesty's Treasury, the European Union or other relevant sanctions Authority.

## 18. EXPERTS

18.1 Each of the experts and advisers involved in the Global Offering (including without limitation to the Reporting Accountants, the Internal Control Consultant, the U.S. Legal Advisers, the Canada Legal Advisers, the Australia Legal Advisers, the England and Wales Legal Advisers, the U.S. Tariff Legal Adviser, the Industry Consultant, the PRC Legal Adviser, the Transfer Pricing Consultant, the ESG Consultant) (the “**Experts**”) 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 any conflict of interest.

18.2 (A) The factual contents of the reports, opinions, letters or certificates of each of the Experts, are and will remain complete, true and accurate in all material respects and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company, the Directors disagree with any material aspect of such reports, opinions, letters or certificates and (B) no material information was withheld by the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents, nor any person acting on behalf of any of them, from any of the Experts, for the purposes of its preparation of its reports, opinions, letters, confirmations or certificates (whether or not contained in any of the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

18.3 (A) No material information was withheld from the Industry Consultant for the purposes of their preparation of their industry report (the “**Industry Report**”), commissioned by the Company, regarding logistics and e-commerce supply chain solutions market and certain segments thereof and in connection with the Global Offering; (B) all information given to the Industry Consultant for such purposes was given in good faith and there is no other material 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 Industry Consultant in the Industry Report are considered by the Company to be reasonable and appropriate ; (D) the factual contents of the Industry Report are considered by the Company to be reasonable and appropriate; (E) the market positioning of the Company contained in the Industry Report considered by the Company to be accurately represented in all material respects, reasonable and not misleading; and (F) no facts have come to the attention of the Company or any of its Directors or officers that have caused them to reasonably believe that the Industry Report, as of its date and as of the date hereof, contained or contains any untrue statement of a 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.

18.4 No material information was withheld from the Internal Control Consultant, for the purposes of its review of the internal controls of the Company and the member of the Group and its preparation of its reports to the Company, and all information given to the Internal Control Consultant for such purposes was given in good faith and the factual contents of such report regarding the Company and the member of the Group are true, complete and accurate in all material respects and no material fact or matter has been omitted.

## 19. FORWARD-LOOKING STATEMENTS

Each forward-looking statement contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been made or reaffirmed with a reasonable basis and in good faith.

## 20. PROVISION OF INFORMATION TO RESEARCH ANALYSTS

None of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, to the best knowledge and belief of the Warrantors after due and careful enquiry, affiliates, advisers or agents, has (whether directly or indirectly, formally or informally)



provided to any research analyst 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 the Hong Kong Public Offer Documents or publicly available.

21. **MATERIAL CONTRACTS, CONNECTED TRANSACTIONS AND ARRANGEMENTS WITH RELATED PARTIES**

- 21.1 All contracts or agreements which are required to be disclosed as material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction; no material contracts which have not been so disclosed and filed will, without the prior written consent of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries), be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company or any other member of the Group, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and, to the best knowledge and belief of the Warrantors after due and careful enquiry, no such termination or non-renewal has been threatened by the Company or any other member of the Group or, any other party to any such material contract.
- 21.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix IV– Statutory and General Information – B. Further information about our business – 1. Summary of material contracts” (the “**Material Contracts**”) has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 There is no material dispute with any of the parties to the Material Contracts and there are no circumstances known to the Company, any members of the Group or the Directors (i) by virtue or as a result of which any of the parties to the Material Contracts is or might be considered to be in material breach or default of any of its obligations under the relevant Material Contract or (ii) which may give rise to any material dispute or adversely affect the relationship of the relevant party to the Material Contract with the relevant member of the Group.
- 21.4 The relevant member of the Group is not in material breach or default of any of its obligations under the Material Contracts, and, to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no circumstances which may give rise to such breach or default.
- 21.5 None of the Company and the other members of the Group has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements, not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on six months’ notice or less).
- 21.6 None of the Company and the other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on its business (including those disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular).
- 21.7 Neither the Company nor any of the other members of the Group 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.
- 21.8 No Group Company has any branch, agency, place of business or permanent establishment outside Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada and England & Wales.
- 21.9 No Group Company has (A) received any material complaints from its customers in connection with the business operations of the Group Company and (B) failed to pass any audit or inspection from any Authority which in either case would result in a Material Adverse Change.

- 21.10 No Group Company acts or carries on business in partnership with any other person or is a member of any corporate or unincorporated body, undertaking or association or holds or is liable on any share or security which is not fully paid up or which carries any liability.
- 21.11 None of the Group Company is engaged in any business activity or has any asset or liability (whether actual, contingent or otherwise) which is not directly or indirectly related to the business of the Group as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 21.12 None of the top 10 largest suppliers (in terms of cost amount) and/or top 10 largest customers (in terms of revenue contribution) of the Group during the Track Record Period is considering ceasing or has ceased to deal with the Group Company, or is considering modifying other terms of its dealings with the Group Company contrary to the manner disclosed in all of the Hong Kong Prospectus and the Preliminary Offering Circular or in a manner inconsistent with its past dealings with such Group Company which would result in a Material Adverse Change.
- 21.13 None of the Company and the other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which 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 other members of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 21.14 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate in all material respects and there are no facts or matters the omission of which would make any such statements misleading, and there are no other Connected Transactions which have not been disclosed in all of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) all information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) by or on behalf of the Company to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the legal and other professional advisers to the Sole Sponsor and the Underwriters, the Stock Exchange and/or the SFC was so disclosed or made available in full and in good faith, and was and remains complete, true and accurate in all material respects, and there is no other 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 Prospectus and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary and usual course of business and on normal commercial terms or better to the Group and are fair and reasonable and in the interests of the Group and the Shareholders of the Company as a whole, and the Directors, including, without limitation, the non-executive Directors and independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (D) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular in all material respects so long as the agreement or arrangement relating thereto is in effect, and shall inform the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator promptly should there be any breach of any such terms before or within two years after the listing of the Shares on the Stock Exchange; (E) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorized, executed and delivered, 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 Prospectus and the Preliminary Offering Circular was and will be carried out by the Group in compliance with all applicable Laws in all material respects.
- 21.15 No indebtedness (actual or contingent) to the Company or any other member of the Group and no contract, agreement or arrangement (other than the employment contracts with current directors, supervisors or officers

of the Company or of any other member of the Group) is or will be outstanding between the Company or the relevant member of the Group, on the one hand, and or any current or former director or any officer of the Company or of the relevant member of the Group, or the Warrantors or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.

21.16 Neither the Warrantors nor any of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business similar to or that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, or any business which reasonably could have resulted in a conflict of interests between the Warrantors or any of the Directors or any of their respective associates and the shareholders (on one hand) and the Company and its Shareholders as a whole (on the other), nor, is the Warrantors or any of the Directors 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 either the Company or any other member of the Group. Neither the Warrantors nor any of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), or will be interested in any contract or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date.

21.17 Except as disclosed in each of 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 any member of the Group, on one hand, and their respective customers or suppliers, on the other hand.

## 22. **SHAREHOLDING CHANGES**

22.1 The descriptions of the events, transactions and documents relating to the Shareholding Changes (as defined below) in each of the Hong Kong Prospectus and the Preliminary Offering Circular are true, complete and accurate in all material respects and not misleading. As used herein, “**Shareholding Changes**” means the events, transactions and documents described in the section headed “History and Corporate Structure” in the Hong Kong Prospectus.

22.2 The Shareholding Changes have been properly and legally completed, and the relevant procedures had been carried out in accordance with the applicable Laws in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales and elsewhere in all material respects; all Approvals and Filings required for the consummation and completion of the Shareholding Changes have been obtained from, filed with and delivered to the relevant Authority; and all Taxation including, without limitation, stamp duty, charge, impost or levy (whether by way of actual assessment, loss of allowance, deduction or credit available for relief or otherwise) payable for the consummation and completion of the Shareholding Changes, has so been duly and timely paid and settled.

22.3 The descriptions of each of the Shareholding Changes Documents (as defined below) in each of the Hong Kong Prospectus and the Preliminary Offering Circular are true, complete and accurate in all material respects and not misleading in all material respects. As used herein, “**Shareholding Changes Documents**” means the agreements and other documents entered into by the relevant parties to implement the Shareholding Changes.

22.4 Each of the Shareholding Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

22.5 The Shareholding Changes and the execution, delivery and performance of the Shareholding Changes Documents do not and will not conflict with, or result in a material breach or violation of, or constitute a default under (or constitute any event 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), or result in the creation or imposition of a material Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the constituent or constitutive documents of the Company or any of the other members of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or any of the other members of the Group is a party or by which the Company or any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or

(C) any Laws applicable to the Company or any of the other members of the Group or any of their respective properties or assets, except, in the cases of (B) or (C), where such violation or breach or Encumbrance imposition would not, individually or in aggregate, result in a Material Adverse Change.

- 22.6 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 Shareholding Changes and the execution, delivery and performance of the Shareholding Changes Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other burdensome restrictions or conditions not described in each of the Hong Kong Prospectus and the Preliminary Offering Circular; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 22.7 Transactions contemplated by the Shareholding Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Shareholding Changes Documents; other than the Shareholding Changes Documents, there are no other documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Shareholding Changes which have not been previously provided, or made available, to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, and/or the legal and other professional advisers to the Sole Sponsor and the Underwriters and which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 22.8 To the best knowledge and belief of the Warrantors after due and careful enquiry, 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 or validity of the events, transactions and documents relating to the Shareholding Changes. No person has or may have any right to claim that any matter done or document executed pursuant to the Shareholding Changes was not valid or binding on any person or contrary to or an infringement of the rights of any person.

23. **SPIN-OFF FROM LESSO**

- 23.1 The descriptions of the events, transactions and documents relating to the Spin-off as set forth in the sections of each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular and the draft prospectus submitted as part of the CSRC Filings headed, respectively, "History and Corporate Structure" are complete, true and accurate in all material respects and not misleading.
- 23.2 Each of the Spin-off Documents has been duly signed and constitutes a legal, valid, binding and enforceable in accordance with its terms.
- 23.3 The Spin-off and the execution, delivery and performance of the Spin-off Documents do not and will not conflict with, or result in a material breach or violation of, or constitute a material default under (or constitute any event 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 material 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 a material Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents of the Company or any of the other members of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or any of the other members of the Group is a party or by which the Company or any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the other members of the Group or any of their respective properties or assets, except, in the cases of (B) or (C), where such violation

or breach or Encumbrance imposition would not, individually or in aggregate, result in a Material Adverse Change.

- 23.4 All Approvals and Filings (including, without limitation, those obtained, or are the responsibilities of, Lesso) 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 Spin-off and the execution, delivery and performance of the Spin-off Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other burdensome restrictions or conditions not described in all of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Application Proof and the CSRC Filings; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 23.5 Transactions contemplated by the Spin-off have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Spin-off Documents; other than the Spin-off Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Spin-off which have not been previously provided, or made available, to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, Capital Market Intermediaries and/or the legal and other professional advisers to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, Capital Market Intermediaries and which have not been disclosed in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Application Proof and the CSRC Filings.
- 23.6 To the best knowledge and belief of the Warrantors after due and careful enquiry, there are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's and the Warrantors' knowledge after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Spin-off as set forth in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular and the draft prospectus submitted as part of the CSRC Filings. No person has or may have any right to claim that any matter done or document executed pursuant to the Spin-off was not valid or binding on any person or contrary to or an infringement of the rights of any person.

## 24. TAXATION

- 24.1 Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, all returns, reports or filings required to be filed by or in respect of the Company or any of the other members of the Group for Taxation purposes in all relevant jurisdictions have been duly and timely filed, except the failure to duly and timely file which, would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any dispute with any taxing or other Authority and, to the best knowledge and belief of the Warrantors after due and careful enquiry, there are no circumstances giving rise to any such dispute; all Taxation (including, without limitation, any customs duties or tariffs) due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid; there is no deficiency for any Taxation of any material amount that has been asserted against the Company or any of the other members of the Group; the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular included appropriate provisions required under HKFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any of the other members of the Group was then or could reasonably be expected thereafter to become or has become liable.

- 24.2 All duties, levies, fees or other charges, expenses or other Taxation (including without limitation, the Transaction Levy and the Trading Fee) which may be payable in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales or elsewhere in connection with the creation, allotment and issue of the Offer Shares, the sale, transfer or other disposal of any of the Offer Shares, the Global Offering or the execution and delivery of, or the performance of the provisions under, this Agreement and the International Placing Agreement, have been paid or will be paid prior to the Listing Date.
- 24.3 Each Group Company has paid all Taxation required to be paid by each of them in accordance with the applicable Laws to which it is subject in all material respects, and has taken all necessary steps to obtain any repayment of or relief from Taxation available to each of them, except for any such Taxation, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings.
- 24.4 All information and statements concerning Taxation (including any statement relating to any preferential Taxation treatment granted or previously granted to each Group Company) and its application to members of the Group in the Hong Kong Prospectus are or will be, true and accurate in all material respects and not misleading or deceptive.
- 24.5 Each Group Company has:-
- (i) paid or accounted for in the audited consolidated financial statements of the Company and Shenzhen EDA (as the case may be) in all material respects, as the case may be all Taxation (if any) due to be paid or accounted for by it before the accounts date in relation to the audited consolidated financial statements of the Company and Shenzhen EDA (as the case may be) and none of the Group Company is or is likely to be subject to any tax penalties so far as the Warrantors are aware; and
  - (ii) taken all necessary steps to obtain any repayment of or relief from Taxation available to it.
- 24.6 All Hong Kong, local and national PRC governmental Taxation waivers and other Hong Kong, local and national PRC Taxation relief, concession and preferential treatment are valid and do not violate any applicable Laws in all material aspects.
25. **DIVIDEND**
- 25.1 Save as provided in Clause 24.2 above, and except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no other stamp or other issuance or transfer Taxation and no capital gains, income, withholding or other Taxation are payable by or on behalf of the Company or any of the other members of the Group in Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales or elsewhere or to any taxing or other Authority thereof or therein in connection with (A) the execution, delivery or the performance of this Agreement, the International Placing Agreement and the Operative Agreements, provided, in the case of the Cayman Islands only, that all such agreements are executed and remain outside the Cayman Islands, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, sale and delivery of the International Placing Shares (including the Lessor Reserved Shares) to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular, (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited, (F) the transactions contemplated under the Shareholding Changes and the Spin-off completed prior to the date hereof, or (G) the payment by the Company to, and the receipt by the shareholders of, any dividend in respect of the Offer Shares.
- 25.2 All dividends and other distributions declared and payable on the Shares to the Shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxation imposed, assessed or levied by or under the Laws of Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales or elsewhere or any taxing or other Authority thereof or therein.

25.3 No member of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other member of the Group.

## 26. LITIGATION AND OTHER PROCEEDINGS

26.1 To the best knowledge and belief of the Warrantors after due and careful enquiry, there are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or, to the best knowledge and belief of the Warrantors after due and careful enquiry, threatened or contemplated to which the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, officers, employees, or to the best knowledge and belief of the Warrantors after due and careful enquiry, affiliates, advisers, agents or supervisors is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Law that has been enacted, adopted or issued or, to the best knowledge and belief of the Warrantors after due and careful enquiry, that has been proposed by any Authority, and (C) no judgment, decree or order of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or affect the power or ability of the Company or any of the Warrantors to perform his/her/its obligations under this Agreement, the International Placing Agreement and the Operative Agreements, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Placing Agreement and the Operative Agreements or otherwise materially and materially and adversely affect the Global Offering, or are required to be described in each of the Hong Kong Prospectus and the Preliminary Offering Circular but are not so described.

26.2 None of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, affiliates, advisers or agents nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group (B) to withdraw, revoke or cancel any 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 order to conduct the business of any member of the Group or (C) forestall the completion of the Global Offering.

26.3 No member of the Group has stopped or suspended payments of its debts, become unable to pay its debts or otherwise becomes insolvent.

26.4 No member of the Group which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties, except for the disputes or circumstances which would not and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

## 27. MARKET CONDUCT

27.1 None of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, or to the best knowledge and belief of the Warrantors after due and careful enquiry, affiliates, advisers or agents, nor any person acting on behalf of any of them, has done or engaged in, or will, until the Sole Overall Coordinator and the Sole Global Coordinator have notified the Company of all of the International Placing Shares have been sold by the International Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.

27.2 Save for the appointment of the Stabilizing Manager of the Global Offering as disclosed in the Hong Kong Prospectus, none of the Company, any other member of the Group and/or the Warrantors, and/or any of their respective directors, supervisors, officers, employees, or to the best knowledge and belief of the Warrantors after due and careful enquiry, affiliates, advisers or agents, nor any person acting on behalf of any of them (except the Sole Sponsor and the Underwriters), (A) has taken or facilitated or will 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 stabilization 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, (B) has taken or will 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; (C) 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 Capital Market Intermediaries of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise or (D) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may constitute or which has constituted non-compliance with any applicable Laws in any respect (including but not limited to the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC or any other Authority) including those in relation to bookbuilding and placing activities.

## 28. IMMUNITY

Under the applicable Laws of Hong Kong, the PRC, the jurisdiction of incorporation of each member of the Group and any other applicable jurisdictions, none of the Warrantors nor the other members of the Group, nor any of the properties, assets or revenues of the Warrantors or the other members of the Group is entitled to any right of immunity on the grounds of sovereignty or otherwise from any action, suit or proceeding (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 judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

## 29. CHOICE OF LAW AND DISPUTE RESOLUTION

29.1 The choice of law and dispute resolution provisions set forth in each of this Agreement, the International Placing Agreement and the Operative Agreements executed on or before the date of this Agreement will be recognized and given effect to by the courts of Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales and other applicable jurisdictions; each of the Warrantors which is a body corporate can sue and be sued in its own name under all applicable Laws; the agreement to arbitrate, the irrevocable submission by the Warrantors to the jurisdiction of any competent court (as referred to in Clause 16 of this Agreement), the waiver by the Warrantors of any objection to the venue of a an action, suit or proceeding in any competent court, the waiver and agreement not to plead an inconvenient forum and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales and other applicable jurisdictions and will be respected by the Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales courts and other applicable jurisdictions; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales and other applicable jurisdictions are concerned, to confer valid personal jurisdiction over the Warrantors; any judgment obtained in a competent court arising out of or in relation to the obligations of the Warrantors under each of this Agreement, the International Placing Agreement and the Operative Agreements executed on or before the date of this Agreement will be recognised and enforced in the Hong Kong, China, the British Virgin Islands, the Cayman Islands, the United States, Australia, Canada, England & Wales courts and other applicable jurisdictions, all of the foregoing being subject to any qualifications and conditions set out in the relevant legal opinions issued by the legal advisers of such jurisdictions referred to in Part A of **Schedule 4** to this Agreement.

29.2 Subject to the applicable Laws as stated otherwise, it is not necessary that any of the International Underwriters or Hong Kong Underwriters should be licensed, qualified or entitled to carry out business in



Hong Kong or any other applicable jurisdiction (A) to enable them to enforce their respective rights under this Agreement or the International Placing Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement or the International Placing Agreement.

30. **PROFESSIONAL INVESTOR**

The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in **Schedule 6** of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company”, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters and the Capital Market Intermediaries.

31. **NO OTHER ARRANGEMENTS RELATING TO SALE OF OFFER SHARES**

31.1 Except pursuant to this Agreement and the International Placing Agreement, neither the Company nor any of the other members of the Group has incurred any liability for any finder’s or broker’s fee or agent’s commission or other payments in connection with the execution and delivery of this Agreement and the International Placing Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular.

31.2 Neither the Company nor any of the other members of the Group has entered into, or contemplates to enter into, any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Placing Agreement, the Cornerstone Investment Agreements and the Stock Borrowing Agreement.

31.3 Neither the Company, any of the members of the Group, the Warrantors, nor any of their respective directors or supervisors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Disclosure Package, the Application Proof, the CSRC Filings and the Formal Notice and the other Offering Documents (save for the Investor Presentation Materials). No member of the Group nor any director, officer, agent, employee, adviser or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Disclosure Package, the Application Proof the CSRC Filings, the Formal Notice and the other Offering Documents (save for the Investor Presentation Materials).

32. **UNITED STATES ASPECTS**

32.1 It is not necessary in connection with the offer, sale and delivery of the International Placing Shares (including the Lesso Reserved Shares) in the manner contemplated by the International Placing Agreement to register the International Placing Shares under the U.S. Securities Act.

32.2 It is not necessary in connection with the offer, sale and delivery of the Hong Kong Offer Shares in the manner contemplated by this Agreement to register the Hong Kong Offer Shares under the U.S. Securities Act.

32.3 Neither the Company nor any affiliate (as defined in Rule 501(b) of Regulation D promulgated under the U.S. Securities Act, an “**Affiliate**”) of the Company nor any person acting on its or their behalf has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the U.S. Securities Act) which is or will be integrated with the sale of the International Placing Shares (including the Lesso Reserved Shares) and the Hong Kong Offer Shares in a manner that would require the registration of the International Placing Shares or the Hong Kong Offer Shares under the U.S. Securities Act.

- 32.4 There is no “substantial United States market interest” (as such term is defined in Regulation S) in the International Placing Shares (including the Lesso Reserved Shares), the Hong Kong Offer Shares or any securities of the same class as the International Placing Shares or the Hong Kong Offer Shares.
- 32.5 The Company is a “foreign issuer” as defined in Regulation S of the U.S. Securities Act.
- 32.6 Each of the Warrantors whose names appear in **Schedule 1** that is a natural person is not a citizen or resident of the United States and has no present intention to become a citizen or resident of the United States.
- 32.7 None of the Company, its Affiliates and any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the International Placing Shares (including the Lesso Reserved Shares) or the Hong Kong Offer Shares and the Company and its Affiliates and any person acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S. Any such offers or sales of any security shall be made outside of the United States in “offshore transactions” within the meanings of Regulation S) in accordance with Regulation S under the U.S. Securities Act.

## **Part B – Additional representations and warranties of the Controlling Shareholders**

Each of the Controlling Shareholders jointly and severally represents, warrants and undertakes to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

### **1. EXECUTION OF AGREEMENTS**

- 1.1 Each of this Agreement, the International Placing Agreement and the Operative Agreements (insofar as the Controlling Shareholder is a party) has been, duly authorized, executed and delivered by the Controlling Shareholder and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholder, enforceable in accordance with its terms.
- 1.2 The execution and delivery of each of this Agreement, the International Placing Agreement and the Operative Agreements (insofar as the Controlling Shareholder is a party), the issuance and sale of the Offer Shares, the delivery of the 14,643,000 Shares under the Stock Borrowing Agreement by EDA Shine to the Stabilizing Manager (its affiliates or any person acting for it) (insofar as the Controlling Shareholder is a party), the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a material breach or violation of, or constitute a material default under (or constitute any event 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 material breach or violation of, constitute a material 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 a material Encumbrance on any property or assets of the Controlling Shareholder pursuant to (A) the constituent or constitutive documents of the Controlling Shareholder (insofar as the Controlling Shareholder is a body corporate), or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Controlling Shareholder or by which the Controlling Shareholder is bound or any of his/her/its properties or assets may be bound or affected, or (C) any Laws applicable to the Controlling Shareholder, or any of his/her/its properties or assets.
- 1.3 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Controlling Shareholders, or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the performance by the Controlling Shareholders of their respective obligations hereunder or the consummation of the transactions contemplated by each of this Agreement, the International Placing Agreement and the Operative Agreements have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 1.4 The 14,643,000 Shares available for loan by EDA Shine to the Stabilizing Manager (its affiliates or any person acting for it) in accordance with the terms of the Stock Borrowing Agreement have been duly authorized, validly issued, are fully-paid and non-assessable (insofar as the Controlling Shareholder is a party).
- 1.5 The Controlling Shareholders will strictly abide by the terms of the Deed of Indemnity and the Deed of Non-competition (insofar as the Controlling Shareholder is a party).

### **2. DUE INCORPORATION AND VALID EXISTENCE**

- 2.1 (A) EDA Shine is a company incorporated under the laws of the BVI with limited liability, (B) Edaurora Holdings Limited is a company incorporated under the laws of the BVI with limited liability, (C) Skyline Investment is a company incorporated under the laws of the BVI with limited liability, (D) the Liu Yong Trust is a trust governed by the laws of Hong Kong, (E) LS DiDi Network Technology Limited is a company incorporated under the laws of the Cayman Islands with limited liability, (F) Samanea China Holdings Limited is a company incorporated under the laws of the BVI with limited liability, (G) Lesso Home International Holdings Limited is a company incorporated under the laws of the BVI with limited liability, (H) China Lesso Group Holdings Limited is a company incorporated under the laws of the Cayman Islands

with limited liability, (I) Zhan Hua Limited is a company incorporated under the laws of the BVI with limited liability, (J) Dawnhill Group Limited is a company incorporated under the laws of the BVI with limited liability, (K) LittleBear Investment Limited is a company incorporated under the laws of the BVI with limited liability, (L) QCJJ Group Limited is a company incorporated under the laws of the BVI with limited liability, (M) QCZC Group Limited is a company incorporated under the laws of the BVI with limited liability, and (N) QCBM Group Limited is a company incorporated under the laws of the BVI with limited liability.

- 2.2 Each of EDA Shine, Edaurora Holdings Limited, Skyline Investment, the Liu Yong Trust, LS DiDi Network Technology Limited, Samanea China Holdings Limited, Lesso Home International Holdings Limited, China Lesso Group Holdings Limited, Zhan Hua Limited, Dawnhill Group Limited, LittleBear Investment Limited, QCJJ Group Limited, QCZC Group Limited and QCBM Group Limited has been duly established in accordance with its jurisdiction of establishment and is validly existing, with full right, power and authority (corporate and other) to own, lease and operate its properties and assets and conduct its business in the manner presently conducted or to execute, deliver, enter into and perform its obligations under each of this Agreement, the International Placing Agreements and the Operative Agreements (insofar as it is a party).
- 2.3 Each of EDA Shine, Edaurora Holdings Limited, Skyline Investment, the Liu Yong Trust, LS DiDi Network Technology Limited, Samanea China Holdings Limited, Lesso Home International Holdings Limited, China Lesso Group Holdings Limited, Zhan Hua Limited, Dawnhill Group Limited, LittleBear Investment Limited, QCJJ Group Limited, QCZC Group Limited and QCBM Group Limited is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).

### 3. **CONNECTED TRANSACTIONS WITH THE GROUP**

In respect of the Connected Transactions of the Group entered into with Lesso Group (as defined in the Hong Kong Prospectus) (A) the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate in all material respects and there are no facts or matters the omission of which would make any such statements misleading in any material respects, and there are no other Connected Transactions between the Group and each of the Controlling Shareholders which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary and usual course of business and on normal commercial terms or better to the Group and are fair and reasonable and in the interests of the Group and the shareholders of the Company as a whole; (C) the Controlling Shareholders have complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Application Proof and the PHIP has been duly authorized, executed and delivered, 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.

### 4. **INDEMNITY**

The Controlling Shareholders have sufficient financial resources to indemnify the Group in the event there are any claims, losses, liabilities, damage costs, charges fees or expenses fines suffered or incurred by the Group as a result of or in connection with matters set out in the Deed of Indemnity.

### 5. **INFORMATION PROVIDED**

- 5.1 All information included in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the CSRC Filings, the Formal Notice and the other Offering Documents (save for the Investor Presentation Materials) with respect to the Controlling Shareholders did not contain or will not contain an untrue statement of fact or did not omit or will not omit to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respects.

**6. NO WINDING UP APPLICATION**

6.1 Neither the Controlling Shareholders nor any person acting on his/her/its behalf has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the best knowledge and belief of the Controlling Shareholders, after due and careful enquiry, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate the Company or any of the other members of the Group or (B) withdraw, revoke or cancel any Approvals and Filings (including CSRC Filings) under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of the other members of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company or any of the other members of the Group.

7.2 The Controlling Shareholders have not taken any action, nor has any steps been taken or any actions, suits or proceedings under any applicable Laws been started or, to the best knowledge and belief of the Controlling Shareholders, after due and careful enquiry, threatened, to wind-up, liquidate, dissolve any of the Controlling Shareholders which is a body corporate, or to make it dormant. The Controlling Shareholders have not stopped or suspended payments of the debts, become unable to pay his/her/its debts or otherwise becomes insolvent.

**7. IMMUNITY**

Neither the Controlling Shareholders, nor any of the properties, assets or revenues of the Controlling Shareholders is entitled to any right of immunity on the grounds of sovereignty or otherwise from any action, suit or proceeding (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 judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

**8. CERTIFICATES FROM OFFICERS**

Any certificate signed by any officer of the Controlling Shareholders and delivered to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers or any Hong Kong Underwriter or any Capital Market Intermediary or any counsel for the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in connection with the Global Offering shall be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to each of the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, Hong Kong Underwriter and Capital Market Intermediary.

**9. UNITED STATES ASPECTS**

9.1 Other than as contemplated in this Agreement and the International Placing Agreement, none of the Controlling Shareholders, their “affiliates” (within the meaning of Rule 501(b) under the U.S. Securities Act) or any person acting on behalf of any of them (A) has made offers or sales of any security, or solicited offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require registration of the Offer Shares under the U.S. Securities Act, or (B) has offered or sold the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the U.S. Securities Act. Any such offers or sales of any security shall be made outside of the United States in “offshore transactions” (within the meaning of Regulation S) in accordance with Regulation S.

**10. SPIN-OFF FROM LESSO**

10.1 The descriptions of the events, transactions and documents relating to the Spin-off as set forth in the sections of each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the PHIP and the draft prospectus submitted as part of the CSRC Filings headed, respectively, “History and Corporate Structure” are complete, true and accurate and not misleading.

- 10.2 Each of the Spin-off Documents has been duly signed and constitutes a legal, valid, binding and enforceable in accordance with its terms.
- 10.3 The Spin-off and the execution, delivery and performance of the Spin-off Documents 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 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), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents of the Company or any of the other members of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or any of the other members of the Group is a party or by which the Company or any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the other members of the Group or any of their respective properties or assets.
- 10.4 All Approvals and Filings (including, without limitation, those obtained, or are the responsibilities of, Lesso) 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 Spin-off and the execution, delivery and performance of the Spin-off Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other burdensome restrictions or conditions not described in all of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Application Proof, the PHIP and the CSRC Filings; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 10.5 Transactions contemplated by the Spin-off have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Spin-off Documents; other than the Spin-off Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Spin-off which have not been previously provided, or made available, to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, Capital Market Intermediaries and/or the legal and other professional advisers to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, Capital Market Intermediaries and which have not been disclosed in all of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the Application Proof, the PHIP and the CSRC Filings.
- 10.6 There are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Spin-off as set forth in each of the Hong Kong Public Offer Documents, the Lesso Preferential Offering Documents, the Preliminary Offering Circular, the PHIP and the draft prospectus submitted as part of the CSRC Filings. No person has or may have any right to claim that any matter done or document executed pursuant to the Spin-off was not valid or binding on any person or contrary to or an infringement of the rights of any person.

## SCHEDULE 4

### CONDITIONS PRECEDENT DOCUMENTS

#### Part A

1. **Long board resolutions** – four certified true copies of the resolutions of the board of Directors, among others,
  - 1.1 approving and authorizing the execution of this Agreement, the International Placing Agreement and each of the Operative Agreements and such documents as may be required to be executed by the Company pursuant to each such agreements 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 agreements;
  - 1.2 approving the Global Offering and (subject to exercise of the Over-Allotment Option) any issue of Shares pursuant thereto;
  - 1.3 approving and authorizing the issue and distribution of the Hong Kong Public Offer Documents and the Lesso Preferential Offering Documents and the issue and distribution of the Preliminary Offering Circular, the Disclosure Package and the Final 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;
  - 1.5 approving the Verification Notes in respect of the verification of the content of the Hong Kong Prospectus; and
  - 1.6 approving the profit forecast and working capital forecast memorandum of the Board of Directors.
2. **Shareholder resolutions** – four certified true copies of the resolutions of the shareholder(s) of the Company approving, among others, the Global Offering, the text of which is summarized in the section headed “A. Further Information about our Company and our Subsidiaries – 3. Resolutions in writing of all our Shareholders passed on May 14, 2024” of Appendix IV to the Hong Kong Prospectus.
3. **Controlling Shareholder resolutions** - four certified true copies of the resolutions of the board of directors of each of EDA Shine, Edaurora Holdings Limited, Skyline Investment, LS DiDi Network Technology Limited, Samanea China Holdings Limited, Lesso Home International Holdings Limited, China Lesso Group Holdings Limited, Zhan Hua Limited, Dawnhill Group Limited, LittleBear Investment Limited, QCJJ Group Limited, QCZC Group Limited and QCBM Group Limited approving and authorizing the execution of this Agreement, the International Placing Agreement and each of the Operative Agreements to which any Controlling Shareholder is a party and such documents as may be required to be executed by such Controlling Shareholder and may be necessary or incidental to the Global Offering.
4. **Investment Directive of the Liu Yong Trust** – four certified true copies of the investment directive of the Liu Yong Trust from Mr. Liu Yong to Sovereign Fiduciaries (Hong Kong) Limited pursuant to the trust deed of the Liu Yong Trust entered into on April 22, 2024 between Mr. Liu Yong as settlor and Sovereign Fiduciaries (Hong Kong) Limited as trustee, approving and authorizing Sovereign Fiduciaries (Hong Kong) Limited and in turn Skyline Investment of its execution on behalf of the Liu Yong Trust of this Agreement, the International Placing Agreement and each of the Operative Agreements to which Skyline Investment is a party and such documents as may be required to be executed by Skyline Investment and may be necessary or incidental to the Global Offering.
5. **Hong Kong Prospectus** – four printed copies of each of the Hong Kong Prospectus (English and Chinese, if applicable) duly signed by two Directors (or their duly authorised attorney).

6. **Responsibility letters, powers of attorney and statements of interests** – four signed originals of each of the responsibility letters and statements of interests, and four certified true copies of the power of attorneys, of each of the Directors.
7. **Service contracts and letters of appointment** – four certified true copies of the service contracts (or letters of appointment in respect of non-executive Directors and independent non-executive Directors) of each of the Directors.
8. **Material contracts** – four certified true copies of each of the contracts referred to in the paragraph headed “B. Further Information about Our Business – 1. Summary of material contracts” in Appendix IV to the Hong Kong Prospectus (other than this Agreement) duly signed by the parties thereto.
9. **Registrar of Companies confirmation** – four certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus under section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.
10. **Stock Exchange registration authorization** - four certified true copies of the certificate of authorization of registration of the Hong Kong Prospectus from the Stock Exchange.
11. **HKSCC notification** - four copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
12. **Share Incentive Schemes** - four certified true copies of the rules of each of the Share Incentive Schemes adopted by the Company.
13. **CSRC Filings** - four copies of the notice issued by the CSRC dated December 20, 2023 confirming the completion of the CSRC Filing.
14. **Accountants’ Report of the Group** - four signed originals of the accountants’ report of the Group dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix IA to the Hong Kong Prospectus.
15. **Accountants’ Report of Shenzhen EDA Group** - four signed originals of the accountants’ report of Shenzhen EDA Group dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix IB to the Hong Kong Prospectus.
16. **Letters on indebtedness statement and working capital sufficiency statement** - four signed originals of each of the letters from the Reporting Accountants, dated the Hong Kong Prospectus Date, addressed to the Company and copied to the Sole Sponsor and in Prescribed Form, which letters 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, respectively.
17. **Unaudited pro forma financial information** - four signed originals of the letter dated the Hong Kong Prospectus Date from the Reporting Accountants relating to, *inter alia*, the unaudited pro forma financial information of the Group, the text of which is contained in Appendix II to the Hong Kong Prospectus.
18. **Hong Kong comfort letter** - four signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date, addressed to the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator and the Hong Kong Underwriters and in Prescribed Form, which letter shall cover, *inter alia*, the various financial disclosures contained in the Hong Kong Prospectus.
19. **Hong Kong arrangement letter** - four signed originals of the Hong Kong arrangement letter from the Reporting Accountants, dated the Hong Kong Prospectus Date, addressed to the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator and the Hong Kong Underwriters and in Prescribed Form, which letter shall cover, *inter alia*, the arrangements between the Reporting Accountants, the Company and the Prescribed Addressees relating to the Global Offering.
20. **Forecast memorandum** - four signed originals (signed by at least two Directors) of the Board’s final profit forecast and working capital forecast memorandum.



21. **Expert consent letters** - four signed originals of each of the letters referred to in the paragraph headed “H. Other Information – 8. Qualification of experts” in Appendix IV to the Hong Kong Prospectus, dated the Hong Kong Prospectus Date, addressed to the Company and in Prescribed Form, containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to their respective names and where relevant, their reports and letters in the form and context in which they are included (other than the consent letter of the Sole Sponsor).
22. **Hong Kong closing legal opinion** - four signed originals of the legal opinion from the legal advisers to the Company as to Hong Kong laws, Dentons Hong Kong LLP, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, certain aspects of the Global Offering and the listing of the Shares on the Stock Exchange.
23. **Hong Kong corporate legal opinion** - four signed originals of the Hong Kong legal opinion from the legal advisers to the Company as to Hong Kong laws, Robertsons, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, Hong Kong regulatory and compliance matters, including but not limited to registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance, due incorporation and valid existence of Hong Kong-incorporated subsidiaries within the Group, namely Global Logistics Services Limited, EDA CLOUD Company Limited and EDA Development (HK) Limited.
24. **PRC legal opinion** – four signed originals of the general and property legal opinion from the legal advisers to the Company as to PRC laws, Han Kun Law Offices, dated the Hong Kong Prospectus Date, addressed to the Company and in Prescribed Form, in respect of, *inter alia*, the operations of the Group in China and their corporate, legal and regulatory matters.
25. **CSRC PRC legal opinion** – four certified true copies of the legal opinion from the legal advisers to the Company as to PRC laws, Han Kun Law Offices, dated June 27, 2023, addressed to the Company and in Prescribed Form, in respect of, *inter alia*, the operations of the Group in China and their corporate, legal and regulatory matters as submitted to the CSRC pursuant to the CSRC Rules.
26. **Sponsor’s PRC legal opinion** - four signed originals of the legal opinion from the legal advisers to the Sponsor and Underwriters as to PRC laws, King & Wood Mallesons, dated the Hong Kong Prospectus Date, addressed to the Sole Sponsor and in Prescribed Form, setting out and confirming the contents of the PRC legal opinion referred to **Schedule 4** Part A item 24 in this Agreement.
27. **U.S. legal opinion** - four signed originals of U.S. legal opinion from the special counsel to the Company as to U.S. regulatory and compliance matters, Withers Bergman LLP, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, U.S. regulatory and compliance matters.
28. **England & Wales legal opinion** - four signed originals of the England & Wales legal opinion from the special counsel to the Company as to England & Wales regulatory and compliance matters, DKLM LLP, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, England & Wales regulatory and compliance matters.
29. **Australia legal opinion** - four signed originals of the Australia legal opinion from the special counsel to the Company as to Australia regulatory and compliance matters, McCullough Robertson, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, Australia regulatory and compliance matters.
30. **Canada legal opinion** - four signed originals of the Canada legal opinion from the special counsel to the Company as to Canada regulatory and compliance matters, Dentons Canada LLP, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, Canada regulatory and compliance matters.
31. **Cayman letter of advice on company law, estate duty and the repurchase of shares** - four signed originals of the letter of advice from the legal advisers to the Company as to Cayman Islands law, Harney Westwood & Riegels, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form,

in respect of, *inter alia*, certain aspects of the law of the Cayman Islands referred to in Appendix III to the Hong Kong Prospectus, liability of estate duty in the Cayman Islands and the power of the Company to purchase its shares.

32. **Cayman legal opinion on the Company** - four signed originals of the legal opinion from the legal advisers to the Company as to Cayman Islands law, Harney Westwood & Riegels, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the Company (including but not limited to due incorporation, valid existence and good standing of the Company, the enforceability of this Agreement, the International Placing Agreement and the Operative Agreements executed on or before the Hong Kong Prospectus Date).
33. **U.S. tariff legal opinion** - four signed originals of the U.S. tariff legal opinion from the special counsel to the Company as to U.S. tariff law, Hogan Lovells, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, U.S. tariff law.
34. **Transfer Pricing Report** – four signed originals of the transfer pricing report from the Transfer Pricing Consultant to the Company namely, Acclime Tax Advisory (Hong Kong) Limited (formerly known as RSM Tax Advisory (Hong Kong) Limited), dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the certain transfer pricing matters of the Group.
35. **Industry report** - four signed originals of the industry report prepared by the Industry Consultant, namely, Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, as referred to in the section headed “Industry Overview” of the Hong Kong Prospectus.
36. **Internal control report** - four signed originals of the internal control report prepared by the Internal Control Consultant, namely, BDO Risk Advisory Services Limited, dated the Hong Kong Prospectus Date, addressed to the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and in Prescribed Form, in respect of, *inter alia*, the internal control matters of the Group.
37. **Environmental, social and governance report** – four signed originals of the environmental, social and governance report prepared by the ESG Consultant, namely Shanghai WeCarbon PG Advisory Co., Ltd., dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, environmental, social and governance matters of the Group.
38. **Verification notes** - four signed originals of the signing pages of the Verification Notes duly signed by or on behalf of the Company and each Director.
39. **Receiving Banks Agreement** - four signed originals of the Company’s signature pages to the Receiving Banks Agreement.
40. **Registrar Agreement** - four certified true copies of the Registrar Agreement entered into between the Company and the Hong Kong Share Registrar duly signed by the parties thereto.
41. **FINI Agreement** – four copies of the FINI Agreement entered into between the Company and HKSCC duly signed by the parties thereto.
42. **Cayman Registrar Agreement** - four certified true copies of the Cayman Registrar Agreement entered into between the Company and the Cayman Share Registrar duly signed by the parties thereto.
43. **Compliance adviser agreement** – four certified true copies of the compliance adviser agreement entered into between the Company and Opus Capital Limited.
44. **Certificate of incorporation and certificate of change of name** - four certified true copies (certified by the Cayman Share Registrar) of the certificate of incorporation and certificate of change of name of the Company.
45. **Certificate of registration of non-Hong Kong company** - four certified true copies of the certificate of registration of non-Hong Kong company (under Part 16 of the Companies Ordinance) of the Company.

46. **Memorandum and Articles of Association** - four certified true copies (certified by the legal advisers to the Company as to Cayman Islands law, Harney Westwood & Riegels) of the signed shareholders' resolutions annexing a copy of the Memorandum of Association and Articles of Association of the Company to be effective on the Listing Date.
47. **Business registration certificate** – four certified true copies of the current business registration certificate of the Company.
48. **Directors' undertakings regarding the repurchase mandate** – four certified true copies of the undertaking from the Directors regarding repurchase of Shares pursuant to Rule 10.06(1)(b)(vi) of the Listing Rules.
49. **Controlling Shareholders' lock-up undertakings** – four certified true copies of the undertaking from the Controlling Shareholders, to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
50. **Company's lock-up undertaking** – four certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
51. **Translation certificate** – four signed originals of the certificate dated the Hong Kong Prospectus Date issued by Orange Financial Printing Limited to the Stock Exchange and the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Prospectus.
52. **Officer's certificate on non-comforted data** - four signed originals of the certificate of Mr. Cheung Man Yu, the chief financial officer of the Company, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, certain financial, operational and business data contained in the Hong Kong Prospectus.
53. **Litigation and Directorship Confirmations** - four signed originals of the litigation and directorship confirmations signed by the Company and each of the Directors, dated the Hong Kong Prospectus Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, certain public search results of the Group and the Directors.
54. **Spin-off Documents** - four copies of each of the Spin-Off Documents (save for the Deed of Non-Competition and the Deed of Indemnity) duly certified by two directors of Lesso as being true and complete copies.
55. **PN15 Approval** - four copies of the PN15 approval granted by the Stock Exchange.
56. **Australia Warehouse Lease Agreement** – four certified true copies (certified by two executive Directors) of the warehouse lease agreement in Australia entered into between (i) EDA Au Pty Ltd (a wholly-owned subsidiary of the Group) and (ii) Lesso Mall Development (Auburn) Pty Limited (an indirectly wholly-owned subsidiary of Lesso and hence a connected person of the Company under the Listing Rules) commencing on October 1, 2023.
57. **Cross-border Logistics and Warehouse Framework Agreement** – four certified true copies of the cross-border logistics and warehouse framework agreement entered into between (i) the Company (for the Group and on behalf of its other subsidiaries) and (ii) Lesso (one of the Controlling Shareholders and hence a connected person of the Company under the Listing Rules) and its subsidiaries (excluding the Company and its subsidiaries) on May 14, 2024.

## Part B

1. **Allotment resolutions** - four certified true copies of the resolutions of the Board of Directors approving among others, (i) the fixing of the Offer Price and the execution of the Price Determination Agreement; (ii) the basis of allotment and the allotment of the Offer Shares to the allottees; and (iii) the Capitalization Issue.
2. **Reg S arrangement letter, Reg S comfort letter and Reg S bringdown comfort letter** - four signed originals of each of the arrangement letter, the comfort letter dated the Price Determination Date and the bringdown comfort letter dated the Listing Date from the Reporting Accountants, addressed to the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator and the Hong Kong Underwriters and in Prescribed Form, in respect of, *inter alia*, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
3. **Hong Kong bringdown comfort letter** - four signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date, addressed to the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator and the Hong Kong Underwriters and in Prescribed Form, in respect of, *inter alia*, the various financial disclosures contained in the Hong Kong Prospectus.
4. **U.S. legal opinion** - four signed originals of U.S. legal opinion from the special counsel to the Company as to U.S. regulatory and compliance matters, Withers Bergman LLP, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, U.S. regulatory and compliance matters;
5. **England & Wales legal opinion** - four signed originals of the England & Wales legal opinion from the special counsel to the Company as to England & Wales regulatory and compliance matters, DKLM LLP, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, England & Wales regulatory and compliance matters;
6. **Australia legal opinion** - four signed originals of the Australia legal opinion from the special counsel to the Company as to Australia regulatory and compliance matters, McCullough Robertson, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, Australia regulatory and compliance matters;
7. **Canada legal opinion** - four signed originals of the Canada legal opinion from the special counsel to the Company as to Canada regulatory and compliance matters, Dentons Canada LLP, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, Canada regulatory and compliance matters.
8. **U.S. tariff legal opinion** - four signed originals of the U.S. tariff legal opinion from the special counsel to the Company as to U.S. tariff law, Hogan Lovells, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, U.S. tariff law.
9. **Cayman closing legal opinions on the Company** - four signed originals of the legal opinions from the legal advisers to the Company as to Cayman Islands law, Harney Westwood & Riegels, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the Company (including but not limited to due incorporation, valid existence and good standing of the Company, and the transactions contemplated under this Agreement, the International Placing Agreement and the Operative Agreements).
10. **Hong Kong closing legal opinion** – four signed originals of the legal opinion from the legal advisers to the Company as to Hong Kong laws, Dentons Hong Kong LLP, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, certain aspects of the Global Offering and the listing of the Shares on the Stock Exchange.
11. **Hong Kong corporate legal opinion** - four signed originals of the Hong Kong legal opinion from the legal advisers to the Company as to Hong Kong laws, Robertsons, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, Hong Kong regulatory and compliance matters, including but not limited to registration of the Company as a non-Hong Kong company under Part 16 of the

Companies Ordinance, due incorporation and valid existence of Hong Kong-incorporated subsidiaries within the Group, namely Global Logistics Services Limited, EDA CLOUD Company Limited and EDA Development (HK) Limited.

12. **PRC closing general legal opinion** - four signed originals of the closing legal opinion from the legal advisers to the Company as to PRC laws, Han Kun Law Offices, dated the Listing Date, addressed to the Company and in Prescribed Form, in respect of, *inter alia*, the operations of the Group in China and their corporate, legal and regulatory matters.
13. **Sponsor's PRC closing legal opinion** - four signed originals of the closing legal opinion from the legal advisers to the Sponsor and Underwriters as to PRC laws, King & Wood Mallesons, dated the Listing Date, addressed to the Sole Sponsor and in Prescribed Form, setting out and confirming the contents of the PRC closing general legal opinion referred to **Schedule 4** Part B item 12 in this Agreement.
14. **U.S. No Registration Opinion** - four signed originals of U.S. no registration opinion from the special counsel to the Company as to U.S regulatory and compliance matters, Dentons Hong Kong LLP, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the Offer Shares not needed to be registered under the U.S. Securities Act and no other filing of any kind is required to be made with the U.S. Securities and Exchange Commission as a condition to the Global Offering;
15. **Price Determination Agreement** - four signed originals of the Price Determination Agreement (other than the Sole Overall Coordinator's and the Sole Global Coordinator's signing pages).
16. **Stock Borrowing Agreement** - four signed originals of the Stock Borrowing Agreement (other than the Sole Overall Coordinator's and the Sole Global Coordinator's signing pages).
17. **Officer's certificate on representations and warranties** – four signed originals of the certificate of the Executive Directors of the Company, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the truth and accuracy of the representations and warranties of the Company contained in this Agreement.
18. **Controlling Shareholders' certificate on representations and warranties** – four signed originals of the certificate of each of the Controlling Shareholders dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the truth and accuracy of the representations and warranties of the Controlling Shareholders contained in this Agreement.
19. **Executive Directors' certificate on representations and warranties** – four signed originals of the certificate of the Executive Directors, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, the truth and accuracy of the representations and warranties of such Executive Directors contained in this Agreement.
20. **Officer's certificate on non-comforted data** – four signed originals of the certificate of Mr. Cheung Man Yu, the chief financial officer of the Company, dated the Listing Date, addressed to the Prescribed Addressees and in Prescribed Form, in respect of, *inter alia*, certain financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular.
21. **Listing approval** – four copies of the letter from the Stock Exchange approving the listing of the Shares on the Main Board of the Stock Exchange.
22. **Certificate of incumbency** - four certified true copies (certified by two executive Directors (save for the certificate of incumbency of Skyline Investment which shall be certified by Dentons Hong Kong LLP)) of certificate of incumbency dated of a date not earlier than two months of the Listing Date for each of the BVI-incorporated Controlling Shareholders.
23. **Certificate of good standing** - four certified true copies (certified by two executive Directors (save for the certificate of good standing of Skyline Investment which shall be certified by Dentons Hong Kong LLP)) of

the certificate of good standing dated of a date not earlier than two months of the Listing Date for the Company and each of the BVI-incorporated Controlling Shareholders.

As used herein:

“**certified true copy**” means, unless stated otherwise in the Schedule 4, a copy certified by the legal advisers to the Company as to Hong Kong laws, Dentons Hong Kong LLP, as being a true and complete copy.

“**Prescribed Addressees**” mean the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries and, where applicable and appropriate, the Company.

“**Prescribed Form**” means the prescribed form and substance which are satisfactory to the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries).

## **SCHEDULE 5**

### **SET-OFF ARRANGEMENTS**

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offer 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 Offer 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.hkeipo.hk](http://www.hkeipo.hk) or by giving electronic application instructions through CCASS Internet System (<https://ip.ccass.com>) complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares and Less Reserved Shares" by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of such applications will have to be provided to the Sole Overall Coordinator and Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application".
3. No preferential consideration under the Hong Kong Public Offer will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Underwriter's Applications made by sub-underwriters.

## SCHEDULE 6

### PROFESSIONAL INVESTOR TREATMENT NOTICE

#### Part A – If you are an Institutional Professional Investor:

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”). You will inform us promptly in the event any information you have given us ceases to be true and accurate.
2. Since you are an Institutional Professional Investor, certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”) and other Hong Kong regulations are not applicable (or may be waived or may be agreed otherwise). We have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 2.1 Information about clients
    - (A) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
    - (B) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
    - (C) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
  - 2.2 Client agreement
    - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
  - 2.3 Information for client
    - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
    - (ii) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;
    - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
    - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Program;
    - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
  - 2.4 Discretionary accounts
    - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
    - (ii) explain the authority described under paragraph (i) of Part A of this Schedule and confirm it on an annual basis.



3. 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.
4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor and that you hereby consent to being treated as a Professional Investor.
5. By entering into this Agreement, you hereby agree and acknowledge that we 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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**Part B - If you are a Corporate Professional Investor that meets the requirements under paragraph 15.3A of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission:**

1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”) and you meet the requirements under paragraph 15.3A of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. You will inform us promptly in the event any information you have given us ceases to be true and accurate.

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) any trust corporation having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HKD\$40 million or its equivalent in any foreign currency at the relevant date or:
  - (A) as stated in the most recent audited financial statement prepared:
    - (I) in respect of the trust corporation; and
    - (II) within 16 months before the relevant date;
  - (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:
    - (I) in respect of the trust or any of the trusts; and
    - (II) within 16 months before the relevant date; or
  - (C) as ascertained by referring to one or more custodian statements issued to the trust corporation:
    - (I) in respect of the trust or any of the trusts; and
    - (II) within 12 months before the relevant date;
- (ii) any corporation or partnership having:
  - (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency; or
  - (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,

at the relevant date or as ascertained by referring to:

- (C) the most recent audited financial statement prepared:
    - (I) in respect of the corporation or partnership (as the case may be); and
    - (II) within 16 months before the relevant date; or
  - (D) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date; and
- (iii) any corporation the sole business of which at the relevant date is to hold investments and which is wholly owned by any one or more of the following persons:
- (A) a trust corporation that falls within the description in paragraph (i) of Part B of this Schedule;
  - (B) an individual who, either alone or with any of his or her associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
  - (C) a corporation that falls within the description in paragraph (ii) of Part B of this Schedule;
  - (D) a partnership that falls within the description in paragraph (ii) of Part B of this Schedule.
2. By entering this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and hereby consent to being treated as a Corporate Professional Investor. You understand and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- 2.1 Information about clients
- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
  - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
  - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
- 2.2 Client agreement
- (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
- 2.3 Information for client
- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
  - (ii) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;
  - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

- (iv) provide you with documentation on the Program, if you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Program;
- (v) disclose transaction related information as required under paragraph 8.3A of the Code;

2.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
  - (ii) explain the authority described under paragraph 2.4(i) of **Part B** of this Schedule and confirm it on an annual basis.
3. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
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 we 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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**Part C - If you are (a) an Individual Professional Investor; or (b) a Corporate Professional Investor that does not meet the requirements under paragraph 15.3A of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission:**

1. You are a Professional Investor by reason of your being (a) within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Individual Professional Investor**”) or (b) a Corporate Professional Investor while you do not meet the requirements under paragraph 15.3A of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission. You will inform us promptly in the event any information you have given us ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) any individual, either alone or with any of his or her associates on a joint account, having a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency at the relevant date or:
    - (A) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
    - (B) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date.
2. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Professional Investor and hereby consent to being treated as a Professional Investor in respect of all investment products and markets. You understand and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- (i) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;

- (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
  - (iii) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Program.
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 by giving a written notice to us.
  4. By entering into this Agreement, you hereby agree and acknowledge that we 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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

## LOCK-UP DEED

THIS LOCK-UP DEED (this "Deed") is entered into on May 17, 2024

BY

- (1) **EDA Group Holdings Limited** (previously named as EDA Cloud Technology Holdings Limited (易達雲科技控股有限公司)), a company in the Cayman Islands with limited liability incorporated on September 17, 2020 whose registered address is Third Floor, Century Yard, Cricket Square, P.O. Box 902, Grand Cayman, KY1-1103, Cayman Islands (the "**Company**");
- (2) **CMB International Capital Limited**, whose address is at 45th Floor, Champion Tower, 3 Garden Road, Central, Hong Kong ("**CMBI**", "**Sole Sponsor**", "**Sponsor-OC**", "**Sole Overall Coordinator**" and "**Sole Global Coordinator**");
- (3) **ABCI Capital Limited**, whose address is at 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI Capital**");
- (4) **ABCI Securities Company Limited**, whose address is at 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI Securities**");
- (5) **BOCI Asia Limited**, whose address is at 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong ("**BOCI**");
- (6) **CEB International Capital Corporation Limited**, whose address is at 35/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong ("**CEB**");
- (7) **China Galaxy International Securities (Hong Kong) Co., Limited**, whose address is at 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong ("**CGIS**");
- (8) **Quam Securities Limited**, whose address is at 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong ("**Quam**");
- (9) **Eddid Securities and Futures Limited**, whose address is at 21/F, Citic Tower, 1 Tim Mei Avenue, Central, Hong Kong ("**Eddid**");
- (10) **Futu Securities International (Hong Kong) Limited**, whose address is at 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong ("**Futu**");
- (11) **Tiger Brokers (HK) Global Limited**, whose address is at 1/F, No. 308 Des Voeux Road Central, Sheung Wan, Hong Kong ("**Tiger**");
- (12) **Patrons Securities Limited**, whose address is at Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong ("**Patrons**");
- (13) **Ruibang Securities Limited**, whose address is at 9/F, Sang Woo Building, 227-228 Gloucester Road, Wanchai, Hong Kong ("**Ruibang**");

(CMBI, ABCI Capital, BOCI, CEB, CGIS and Quam are collectively known as the "**Joint Bookrunners**")

(CMBI, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang are collectively known as the "**Joint Lead Managers**")

(CMBI, ABCI Capital, ABCI Securities, BOCI, CEB, CGIS, Quam, Eddid, Futu, Tiger, Patrons and Ruibang are collectively known as the "**Capital Market Intermediaries**")

- (14) The Relevant Shareholder whose name and address are set out in Schedule 1 (the "**Relevant Shareholder**"); and
- (15) The Hong Kong Underwriters set out in Schedule 2 (the "**Hong Kong Underwriters**").

**WHEREAS:**

- A. The Relevant Shareholder intends to provide lock-up undertakings to each of the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in relation to the global offering (the "**Global Offering**") of the Company's shares (the "**Offer Shares**") on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**").
- B. Unless otherwise defined herein, capitalised terms used herein shall have the same meanings as ascribed to them in the prospectus of the Company dated May 20, 2024 2024 (the "**Prospectus**").

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration for each of the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries taking part in and proceeding with the Global Offering and the mutual covenants and benefits of the parties hereto, the Relevant Shareholder hereby irrevocably and unconditionally undertakes to each of the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, except as pursuant to the Global Offering (including the issue of Shares pursuant to the exercise of the Over-Allotment Option and any transfers pursuant to the Stock Borrowing Agreement), the Shares to be issued under the Capitalization Issue and the Shares which may be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme and any options that may be granted under the Post-IPO Share Option Scheme, and the vesting of the RSUs granted under the Pre-IPO RSU Plan and any RSU(s) which may be granted under the Post-IPO RSU Plan, without the prior written consent of and unless permitted by the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries):
- (a) he will not, and will procure that the relevant registered holder(s) will not:-
- (i) at any time during the period commencing on the date of the Hong Kong Underwriting Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"),
- (w) 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 (as defined below) over, or agree to transfer or dispose of or create any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind (an "**Encumbrance**") over, either directly or indirectly, conditionally or unconditionally, any Shares or any other securities of the Company or any interest therein (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 any such other securities or any interest in any of the foregoing, as applicable) (the "**Relevant Shares**") or any interest in any company or entity holding, directly or indirectly, any of the Relevant Shares (the "**Holding Entity**"); or

- (x) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of (i) Shares or any other securities of the Company or any interest therein (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 (ii) an interest in any Holding Entity; or
- (y) enter into any transaction with the same economic effect as any transaction specified in Clauses 1(a)(i)(w) or 1(a)(i)(x) above; or
- (z) offer to or agree to or announce any intention to effect any transaction specified in Clauses 1(a)(i)(w), 1(a)(i)(x) or 1(a)(i)(y) above, in each case, whether any of the transactions specified in Clauses 1(a)(i)(w), 1(a)(i)(x) or 1(a)(i)(y) above is to be settled by delivery of Shares or such other securities of the Company or shares or other securities of such other member of the Group, as applicable, or in cash or otherwise (whether or not the issue of Shares or such other securities will be completed within the aforesaid period).

Notwithstanding anything to the contrary contained in Clause 1 above, the Relevant Shareholder shall not be prevented from conducting any of the actions in relation to any Relevant Shares as set out in Clause 1 above if he would remain as the beneficial owner (whether direct or indirect) of such Relevant Shares as a result of any such action.

2. The Relevant Shareholder hereby further irrevocably and unconditionally undertakes to each of the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, within the period commencing on the date of the Prospectus and ending on the date which is six months after the Listing Date, the Relevant Shareholder will immediately inform the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator and the Sole Global Coordinator of:
  - (a) any pledges or charges of any Shares or other securities (including any interests therein) of the Company beneficially owned by him, together with the number of Shares or other securities (including any interests therein) of the Company so pledged or charged and the purpose for which such pledge or charge is to be created; and
  - (b) any indication received by him, either verbal or written, from the pledgee or chargee of any Shares or other securities (including any interests therein) of the Company pledged or charged that such Shares or other securities (including any interests therein) of the Company so pledged or charged will be disposed of.
3. The above restrictions shall not apply where the above arrangements or transactions are entered into, undertaken or consummated pursuant to a requirement of a governmental authority, a court of law, an arbitral tribunal or a requirement of any applicable law.
4. The Relevant Shareholder acknowledges that the Company, the Sole Sponsor, the Sponsor-OC, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, are relying upon this Deed in proceeding with the Global Offering.
5. If for any reason any of the Hong Kong Underwriting Agreement and/or the International Placing Agreement shall be terminated (i) pursuant to the terms of the Hong Kong Underwriting Agreement and/or the International Placing Agreement, or (ii) owing to the Hong Kong Underwriting Agreement and/or the International Placing Agreement not having become unconditional, this Deed shall likewise be terminated.

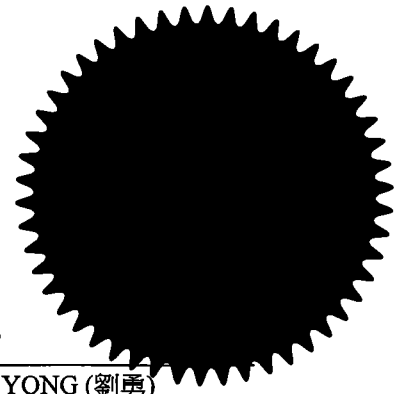
6. This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.
7. This Deed may be executed in counterparts. Each counterpart shall constitute an original of this Deed, and the counterparts shall together constitute a single document.
8. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.
9. None of the parties hereto may assign any of its rights or obligations under this Deed without the prior consent of the other parties in writing.
10. Any amendment to or variation of this Deed shall be effective only if it is in writing and duly signed and confirmed in writing by each Party, except if it is necessary in order to comply with any applicable rules, laws and regulations.



**THE COMPANY**

**EXECUTED** as a **DEED** by  
**LIU YONG (劉勇)**  
for and on behalf of  
**EDA GROUP HOLDINGS LIMITED**  
in the presence of:-

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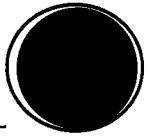



Name: LIU YONG (劉勇)  
Title: Director

Name: Dengnanliu

**RELEVANT SHAREHOLDER**

**SIGNED, SEALED AND DELIVERED**  
**AS A DEED** by  
**ZHANG YUNQING (張雲清)**  
in the presence of:-

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) 張雲清   
)

Huen Chi Keong   
Name: HUEN CHI KEONG

**SOLE SPONSOR**

**SIGNED** by SIU SIN WAI, SELWYN  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of: Jackson Huang

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**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG *plu*

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**SPONSOR-OC**

**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

*Jackson Huang*


*Jackson*

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*Siu Sin Wai*


**SIGNED** by **YANG TIANXIAO**

for and on behalf of

**CMB INTERNATIONAL CAPITAL LIMITED**

in the presence of: *SUI XIAOMENG* 


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**SOLE OVERALL COORDINATOR**

**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of: *Jackson Huang*

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**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SOLE GLOBAL COORDINATOR**

**SIGNED** by SIU SIN WAI, SELWYN  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of: Jackson Huang

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**SIGNED by YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG *SM*

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**JOINT BOOKRUNNERS**


**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

*Jackson Huang*

*Jackson*

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) *Siu Sin Wai*  
)  
)

**SIGNED by YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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SIGNED by SIU SIN WAI, SELWYN of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC CAPITAL LIMITED

in the presence of: Jessica Cao

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Jessica

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC CAPITAL LIMITED

in the presence of:


LIUMERJUN 刘美君

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**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**  
in the presence of: Jackson Huang

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Jackson

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of:

SUI KIAMENH JEN

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of: *Jackson Huang*

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**SIGNED by YANG TIANXIAO of**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**

in the presence of: SUI XIAOMENG *plm*

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**JOINT LEAD MANAGERS**


**SIGNED** by **SIU SIN WAI, SELWYN**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**

in the presence of: *Jackson Huang*

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*Selwyn*

*Jackson*

**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

ABC SECURITIES COMPANY LIMITED

in the presence of: LIUMEIJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of: *Jackson Huang*

*Jackson*

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**


in the presence of:

SUI XIAOMENG 

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

SUI XIAOMEN 

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**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**


in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED by YANG TIANXIAO of**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**

in the presence of: SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of: *Jackson Huang*

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**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of:

SUI KIAOMENG 

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SIGNED by SIU SIN WAI, SELWYN of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of: Jessica Cao

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Jessica Cao

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of:

LIUMEIJUN 刘梅君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

PATRONS SECURITIES LIMITED

in the presence of:

LIU MEIJUN 刘梅君

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

RUIBANG SECURITIES LIMITED

in the presence of:


LIUM ZIJUN 刘美君

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**SIGNED by YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**ABC SECURITIES COMPANY LIMITED**

in the presence of: *Jessica Cao*

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*Jessica*

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC SECURITIES COMPANY LIMITED

in the presence of:

LIUM TUN 劉天恩

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of: *SUN XIANGEN* 


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**SIGNED by YANG TIANXIAO of**  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**

in the presence of:

SUI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**EDDID SECURITIES AND FUTURES LIMITED**

in the presence of: *Jessica Cao*

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*Jessica*


SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of:


LIU MEIJUN 刘梅君

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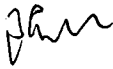
**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: Jackson Huang

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Jackson

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of:


801 XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
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as attorney for and on behalf of  
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in the presence of:

SUI XIAOMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

PATRONS SECURITIES LIMITED

in the presence of:

LIU MEIJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of

**RUIBANG SECURITIES LIMITED**

in the presence of: *Jessica Cao*

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*Jessica Cao*

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

RUIBANG SECURITIES LIMITED

in the presence of:

LIUMEIJUN 刘美君

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**CAPITAL MARKET INTERMEDIARIES**

**SIGNED** by SIU SIN WAI, SELWYN  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**

in the presence of: Jackson Huang

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Jackson

**SIGNED** by **YANG TIANXIAO**  
for and on behalf of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
in the presence of:

SUI XIAMENG 

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED

as attorney for and on behalf of

ABC CAPITAL LIMITED

in the presence of:

LIUMEIJUN 刘美君

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SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

ABC SECURITIES COMPANY LIMITED

in the presence of:

LIU MEIJUN 刘美君

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**  
in the presence of: Jackson Huang

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Jackson

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**BOCI ASIA LIMITED**

in the presence of: *SUI XIAOMENG* 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**  
in the presence of:

SUI KIAOMENGI 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**CHINA GALAXY INTERNATIONAL SECURITIES**  
**(HONG KONG) CO., LIMITED**  
in the presence of:

*Jackson Huang*


*Jackson*

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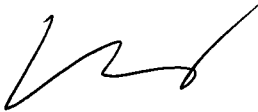


**SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of  
CHINA GALAXY INTERNATIONAL SECURITIES  
(HONG KONG) CO., LIMITED**

in the presence of:

SHI XIAOMENG 

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**QUAM SECURITIES LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
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**QUAM SECURITIES LIMITED**  
in the presence of:

SUI XIAOMEN 

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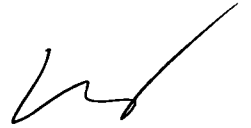


SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

EDDID SECURITIES AND FUTURES LIMITED

in the presence of: LIU MEIJUN 刘美君

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**SIGNED** by SIU SIN WAI, SELWYN of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: *Jackson Huang*

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*Jackson*


**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED**  
in the presence of: *SUI KIAOMENG* *jsm*

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A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of: *Jackson Huang*

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*Jksw*

**SIGNED** by **YANG TIANXIAO** of  
**CMB INTERNATIONAL CAPITAL LIMITED**  
as attorney for and on behalf of  
**TIGER BROKERS (HK) GLOBAL LIMITED**  
in the presence of:

SUI XIAOMENG *plm*

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**SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED**

as attorney for and on behalf of

**PATRONS SECURITIES LIMITED**

in the presence of:

**LIUMEIJUN**

刘美军

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**SIGNED** by **SIU SIN WAI, SELWYN** of  
**CMB INTERNATIONAL CAPITAL LIMITED**

as attorney for and on behalf of

*RUIBANG SECURITIES LIMITED*

in the presence of: *Jessica Cao*

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*Jessica Cao*

SIGNED by YANG TIANXIAO of  
CMB INTERNATIONAL CAPITAL LIMITED  
as attorney for and on behalf of

RUIBANG SECURITIES LIMITED

in the presence of:

LIUMEIJUN 刘梅君

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**Schedule 1**

**Relevant Shareholder**

Name

Address

ZHANG YUNQING (張雲清)

Serangoon Garden 17, Blandford Drive Rd, 55981  
Singapore

**Schedule 2**

**Hong Kong Underwriters**

**Hong Kong Underwriters**

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CMB International Capital Limited  
ABCI Securities Company Limited  
BOCI Asia Limited  
CEB International Capital Corporation Limited  
China Galaxy International Securities (Hong Kong) Co., Limited  
Quam Securities Limited  
Eddid Securities and Futures Limited  
Futu Securities International (Hong Kong) Limited  
Tiger Brokers (HK) Global Limited  
Patrons Securities Limited  
Ruibang Securities Limited